



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, OCTOBER 07, 2019  
7:00 PM AT CITY HALL**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of September 16, 2019.

**Agenda Revisions**

**Old Business**

2. Pass Ordinance #2954, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, upon its third & final consideration.
3. Pass Ordinance #2955, amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, upon its second consideration.
4. Pass Ordinance #2956, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, upon its second consideration.

**New Business**

**Consent Calendar:** (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

5. Receive and file the Committee of the Whole minutes of September 16, 2019 relative to the following items:
  - a) Wheat Pasting Murals in Cedar Falls by Fortepan Iowa.
  - b) Bills & Payroll.
6. Receive and file Departmental Monthly Reports of August 2019.
7. Approve the following applications for beer permits and liquor licenses:
  - a) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
  - b) Blue Room, 201 Main Street, Class C liquor - renewal.
  - c) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
  - d) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
  - e) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
  - f) Casey's General Store, 601 Main Street, Class E liquor - renewal.
  - g) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
  - h) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - new.

**Resolution Calendar:** (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

8. Resolution approving and authorizing execution of a Title VI Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT), approving and authorizing execution of the United States

Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, and designating a Title VI and ADA (Americans with Disabilities Act) Coordinator for the City of Cedar Falls relative to receiving federal funding through the Iowa Department of Transportation (IDOT).

- [9.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2040 Waterloo Road.
- [10.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 929 Newman Avenue.
- [11.](#) Resolution approving and adopting a rate of \$3.89 per \$1,000 taxable value for the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID) for FY21.
- [12.](#) Resolution approving and authorizing the expenditure of funds to upgrade the City's data backup and recovery system.
- [13.](#) Resolution approving and authorizing the expenditure of funds for the purchase and installation of cameras and lighting in the Downtown area.
- [14.](#) Resolution approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.
- [15.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a bio solids transport unit.
- [16.](#) Resolution approving six Claims for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.
- [17.](#) Resolution approving and authorizing execution of an Agreement to Purchase Parking Meter Equipment and Related Services with IPS Group, Inc., in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies.
- [18.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the West 12th Street & South Division Street right-of-way.
- [19.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the Magnolia Drive right-of-way.
- [20.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with CF Gateway Business Park, Inc. relative to a post-construction stormwater management plan for property located at the northeast corner of Hudson Road and West Ridgeway Avenue.
- [21.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with James V. Sands relative to a post-construction stormwater management plan for Lot 6 of Prairie Springs U.M.C. Minor Plat.
- [22.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Tjaden Properties, L.L.C. relative to a post-construction stormwater management plan for Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV.
- [23.](#) Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 100 East 2nd Street.
- [24.](#) Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 202 Main Street.
- [25.](#) Resolution approving a Central Business District Overlay Zoning District site plan for a commercial/residential mixed use redevelopment and façade improvements at 203/205 Main Street.

- [26.](#) Resolution approving final occupancy of the Holiday Inn & Bien Venu Event Center prior to the acceptance of the public improvements in Gateway Business Park at Cedar Falls I.
- [27.](#) Resolution setting November 4, 2019 as the date of public hearing on the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program.
- [28.](#) Resolution setting October 21, 2019 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Broadstone BCI Iowa, LLC for construction of an industrial warehouse and production facility at 2900 Capital Way.

**Ordinances**

- [29.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, upon its first consideration.

**Allow Bills and Payroll**

- 30. Allow Bills and Payroll of October 7, 2019.

**City Council Referrals**

**City Council Updates**

**Public Forum.** (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, SEPTEMBER 16, 2019  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via phone), Blanford, Darrah, Wieland, Green. Absent: None.

- 52493 - It was moved by Green and seconded by Miller that the minutes of the Regular Meeting of September 3, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring October 7-13, 2019 as Earth Science Week and BMC Aggregates Geologist Sherman Lundy and UNI Student Faith Luce commented. The 'Sunday at the Quarry' event will be held October 6th from 11AM-4PM at the BMC Aggregates' Morgan Quarry.

Mayor Brown read a proclamation declaring September 17-23, 2019 as Constitution Week and Barb Gregersen, member of the Cedar Falls Chapter of the Daughters of the American Revolution (DAR), spoke briefly and introduced fellow members Jeverna Mulligan and Deborah Crawford.

- 52494 - Mayor Brown announced that in accordance with the public notice of September 6, 2019, this was the time and place for a public hearing on a proposed amendment to the Future Land Use Map by changing the designation from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential for property located in the vicinity of 1700-2000 Union Road. It was then moved by Wieland and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52495 - The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary of the proposed amendment. There being no one else present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 52496 - It was moved by Blanford and seconded by Wieland that Resolution #21,703, amending the Future Land Use Map, by changing the designation from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential, for property located in the vicinity of 1700-2000 Union Road, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,703 duly passed and adopted.

- 52497 - Mayor Brown announced that in accordance with the public notice of September 6, 2019, this was the time and place for a public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residential District, of property located in the vicinity of 1700-2000 Union Road. It was then moved by Green and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52498 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary of the proposed rezoning. Executive Officer of the Cedar Valley Home Builders Association Bob Manning, 2908 West 3rd Street, spoke in support of the proposed rezoning. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 52499 - It was moved by Green and seconded by Blanford that Ordinance #2955, amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, be passed upon its first consideration. Following a question by Councilmember Green and response by Planner III Sturch, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52500 - It was moved by deBuhr and seconded by Darrah that Ordinance #2950, granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2950 duly passed and adopted.
- 52501 - It was moved by Green and seconded by deBuhr that Ordinance #2952, granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2952 duly passed and adopted.
- 52502 - It was moved by Darrah and seconded by Green that Ordinance #2954, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named

Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52503 - It was moved by Green and seconded by Blanford that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Amanda Lynch to the Planning & Zoning Commission, term ending 11/01/2020.

Receive and file the Committee of the Whole minutes of September 3, 2019 relative to the following items:

- a) Planning & Zoning Commission Interview - Amanda Lynch.
- b) Bills & Payroll.

Receive and file the FY19 Annual Report of the Public Works & Parks Division.

Approve the following applications for beer permits and liquor licenses:

- a) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- b) Just Dough, 6607 University Avenue, Class B beer - renewal.
- c) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
- d) Doughy Joey's Peetza Joynt, 126 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- e) Little Bigs, 2210 College Street, Class C liquor - renewal.
- f) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- g) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- h) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.

Motion carried unanimously.

52504 - It was moved by Miller and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution #21,704, approving and authorizing submission of the City's FY19 Official Financial Report for Streets.

Resolution #21,705, approving and authorizing execution of an Integrated Supply Agreement with Motor Parts & Equipment Corporation, d/b/a NAPA Auto Parts - Waterloo, relative to a Vendor Managed Inventory (VMI) Parts Management Program at the Fleet Maintenance Facility.

Resolution #21,706, approving and authorizing execution of a Yard Waste Management Service Agreement with T&W Grinding relative to management of the City's compost facility.

Resolution #21,707, approving and authorizing execution of a Professional Service Agreement with Black & Veatch Corporation for Wastewater Treatment Alternative Evaluation.

Resolution #21,708, approving and authorizing execution of a Joint Funding

Agreement with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.

Resolution #21,709, approving and authorizing execution of Supplemental Agreement No. 1A to the Professional Service Agreement with Clapsaddle-Garber Associates for construction observation and testing services relative to Gateway Business Park.

Resolution #21,710, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2019 University Avenue Traffic Counts Project.

Resolution #21,711, approving and authorizing execution of a License Agreement with ARVIG Enterprises Inc. relative to installing a fiber optic telecommunications system within the Cedar Heights Drive and Greenhill Road public right-of-way.

Resolution #21,712, approving a College Hill Neighborhood Overlay Zoning District site plan for façade improvements at 2211 College Street.

Resolution #21,713, approving a Professional Office (PO-1) Zoning District site plan for signage at 915 Hudson Road.

Resolution #21,714, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure and Environment, LLC relative to the Center Street Corridor Streetscape Project.

Resolution #21,715, approving and authorizing execution of an amended HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,704 through #21,715 duly passed and adopted.

52505 - It was moved by deBuhr and seconded by Wieland that Resolution #21,716, approving and accepting the contract and bond of Feldman Concrete for the 2019 Sidewalk Assessment Project, Zone 2, be adopted. Following a question by Councilmember Green and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,716 duly passed and adopted.

52506 - It was moved by Darrah and seconded by Miller that Resolution #21,717, approving a Central Business District Overlay Zoning District site plan for façade improvements at 311 Main Street, as recommended by the Planning & Zoning

Commission, be adopted. Following questions by Councilmembers Miller, Kruse, Green, Darrah, deBuhr and Wieland, and responses by Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,717 duly passed and adopted.

- 52507 - It was moved by Blanford and seconded by Miller that Resolution #21,718, approving a College Hill Neighborhood Overlay Zoning District site plan for multiple temporary mural installations in the College Hill Business District, be adopted. Following comments of support for the proposed project by College Hill Partnership Executive Director Kathryn Sogard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,718 duly passed and adopted.
- 52508 - It was moved by Darrah and seconded by Green that Ordinance #2956, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, be passed upon its first consideration. City Attorney Rogers expressed concerns with the proposed ordinance and responded to questions by Councilmembers Blanford and deBuhr. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Green. Nay: deBuhr, Wieland. Motion carried.
- 52509 - It was moved by Darrah and seconded by deBuhr that the bills and payroll of September 16, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52510 - Community Development Director Sheetz announced that the University Avenue Reconstruction Project will be receiving its fourth award. This award will be received in October from the Iowa Chapter of American Public Works Association who chose this as 'The Project of the Year' in the transportation category.

Community Development Director Sheetz also announced an open house to present the Imagine Downtown Vision Plan to be held September 25<sup>th</sup>, beginning at 6:30 PM at City Hall.

Fire Chief Bostwick and Assistant Police Chief Berte announced kickoff of the Pink Ribbon Campaign and the sale of pink police and fire patches, with all proceeds going to the Beyond Pink TEAM.

Public Safety Services Director Olson provided clarification of how the public safety model works in regard to staffing and responses to fire calls. He also commented that the Insurance Service Organization (ISO) rating of 3 recognized the increased staffing of the public safety model.

52511 - Mayor Brown responded to County Veterans Affairs Commissioners Glen Keith, 609 Olive Street, and Jeremy Rosel, 911 Lilac Lane, who spoke opposed to establishing a City Veterans Affairs office in Cedar Falls.

Public Safety Services Director Olson responded to concerns expressed by Charles Johnson, 1003 State Street, regarding traffic and speeding on State Street.

Public Safety Services Director Olson responded to comments by Jessica Wittenburg, 4319 Wynnewood Drive, and Thomas (TJ) Frein, 1319 Austin Way, and questions by Councilmember Darrah and Mayor Brown regarding firefighter staffing and responses of public safety officers.

Community Development Director Sheetz responded to concerns expressed by Thomas (TJ) Frein, 1319 Austin Way, regarding increased parking along the new Place to Play Park.

Councilmembers Wieland, Green, Miller and Darrah, Public Safety Services Director Olson, Mayor Brown and City Attorney Rogers responded to comments by Mike Butler, 1022 Washington Street, Sharon Regenold, 108 Lilliput Lane, and Whitney Smith, 2904 Neola Street, regarding councilmembers publicly discussing personnel issues.

52512 - It was moved by Wieland and seconded by Kruse that the meeting be adjourned at 8:17 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

**ORDINANCE NO. 2954**

AN ORDINANCE: (1). REPEALING SUBSECTION (A)(17), OF SECTION 23-366, PARKING PROHIBITED IN SPECIFIC PLACES AND ENACTING A NEW SUBSECTION (A)(17) IN LIEU THEREOF; AND (2). REPEALING SECTION 23-374, PARKING OF LARGE TRUCKS IN STREETS AND MUNICIPAL PARKING LOTS IN ITS ENTIRETY; ALL OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Subsection (a)(17) of Section 23-366, Parking Prohibited in Specific Places, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a)(17) is enacted in lieu thereof, as follows:

**Sec. 23-366. Parking prohibited in specified places.**

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:
  - (1) On a sidewalk.
  - (2) In front of a public or private driveway.
  - (3) Within an intersection.
  - (4) Within five feet of a fire hydrant.
  - (5) On a crosswalk.
  - (6) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.
  - (7) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic division has indicated a different length by signs or markings.
  - (8) Within 50 feet of the nearest rail or a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
  - (9) Within 20 feet of the driveway entrance of any fire station, and on the side of a street opposite the entrance to any fire station, within 75 feet of such entrance, only when properly signposted.

- (10) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (13) At any place where official signs prohibit stopping or parking.
- (14) Upon any street within the corporate limits of the city when parking is prohibited by a general ordinance of uniform application relating to the removal of snow and ice from the streets.
- (15) In front of a curb cut or ramp which is located on public or private property, in a manner which blocks access to the curb cut or ramp.
- (16) On that part of any street in the city between the curb line, if there be a curb, and the sidewalk line of the abutting property, nor shall any vehicle be parked on that part of any street not having a curb between the edge of the traveled portion of such street and the sidewalk line of the abutting property.
- (17) On any street in the city for a continuous period of more than 48 hours. For purposes of this subsection, parking for a continuous period includes any absence for less than four hours. Upon expiration of the 48 hour period of continuous parking, a vehicle parked closer than 2500 feet from the prior location or returned to the prior location in less than 48 hours, is a violation of this subsection. A vehicle in violation of this subsection shall constitute a nuisance to be abated as provided by law, or members of the police operations division may impound such vehicle as provided in this article.

(Code 2017, § 26-261)

Section 2. Section 23-374, Parking of Large Trucks in Streets and Municipal Parking Lots, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

INTRODUCED: \_\_\_\_\_ September 3, 2019

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ September 3, 2019

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ September 16, 2019

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Prepared by: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2955

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE COTY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-002)

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District, as follows:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5<sup>th</sup> Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

WHEREAS, the said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. That the following described real estate:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5<sup>th</sup> Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the R-1 Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: \_\_\_\_\_ September 16, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ September 16, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. 2956

AN ORDINANCE **(1)** ENACTING NEW DIVISION 2, MAILBOXES, CONSISTING OF NEW SECTION 19-53, DEFINITIONS, NEW SECTION 19-54, VISIBILITY; OBSTRUCTIONS, NEW SECTION 19-55, PERMIT REQUIRED, NEW SECTION 19-56, CONFLICT WITH CITY SERVICES; OPERATIONS, AND NEW SECTION 19-57, RESPONSIBILITY OF OWNER, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; and **(2)** REPEALING SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting a new Division 2, Mailboxes, containing New Section 19-53, Definitions, New Section 19-54, Visibility; Obstructions, New Section 19-55, Permit Required, New Section 19-56, Conflict with City Services; Operations, New Section 19-57, Responsibility of Property Owner, as follows:

DIVISION 2. MAILBOXES

**Sec. 19-53. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Breakaway support post* means a supporting post which shall be no larger than a 4-inch by 4-inch wood post or a metal post with a strength no greater than a 2-inch diameter schedule 40 steel pipe and which is buried no more than 24 inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in *A Guide for Erecting Mailboxes on Highways* published by the American Association of State Highway and Transportation Officials, May 24, 1984 (ASHTO).

*Cluster-style mailbox* means a style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," are assembled and grouped together on a single area of land so that they are regarded as one unit.

*Curbside mailbox* means a mailbox consisting of a lightweight sheet metal or plastic box meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," which is erected at the edge of a roadway or curbside of a street and is mounted on a breakaway support post, and is intended or used for the collection of mail and is to be served by a mail carrier from a vehicle.

*Custom-built mailbox* means a mailbox installed adjacent to the owner's property at the edge of a roadway or curbside of a street and is constructed using materials that do not meet the definition of a curbside mailbox.

*Clear sight area* means the area or space between the curb line and abutting property owner's lot line where clear vision is required to be maintained as described in section 19-47.

#### **Sec. 19-54. Visibility; obstructions**

(a) All mailboxes must be installed away from any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic control device.

(b) In addition to the requirements in subpart (a), cluster-style mailboxes and custom-built mailboxes must be installed outside of clear sight areas.

#### **Sec. 19-55. Permit required for custom-built mailboxes.**

An excavation permit must be obtained from the city prior to installation in the public right-of-way of any cluster-style or custom-built mailbox in the public right-of-way. The city shall not be responsible for determining compliance with USPS or ASHTO standards as part of the permitting process for any mailbox. The owner of the property adjacent to the mailbox shall be responsible for any damage to public infrastructure caused by installation of any mailbox in the public right-of-way.

#### **Sec. 19-56. Conflict with city services; operations.**

If any mailbox is determined by the city to be interfering with city services, facilities or operations, or with any other authorized user of the public right-of-way, or the maintenance or repair of public infrastructure is or would be interfered with because of the presence of any

mailbox, then the owner of the property adjacent to the mailbox shall be notified by the city to remove the mailbox at the owner's expense. In an emergency or if the owner fails to timely remove the mailbox after notification from the city, the city may remove the mailbox at the owner's expense with notice of removal given as soon as practicable. If such owner fails to pay the cost of removal of the mailbox within 30 days of notification by the city, such costs shall be assessed to the property adjacent to the mailbox for collection in the same manner as a property tax. If a mailbox is required to be removed under this section, the city, at the option of the owner, shall either replace the mailbox with a curbside mailbox regardless of the type of mailbox removed, or else pay the fee, as of the date of removal, for mailbox replacement as set forth in the City's fee schedule, to the owner of the property adjacent to the mailbox.

**Sec. 19-57. Responsibility of owner.**

(a) The owner of the property adjacent to a mailbox located in the public right-of-way shall be responsible for regular maintenance and repair of such mailbox.

(b) If damage to a mailbox is caused by the fault the city or its authorized contractors in the course of street maintenance, including snow removal, street sweeping, street cleaning, or similar work, or any repair, replacement, construction or reconstruction of city streets, alleys, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, then the city shall repair the damage at a cost not to exceed the replacement cost of a curbside mailbox as set forth in the City's fee schedule. If a mailbox is destroyed beyond use under such circumstances, then it shall be replaced with a curbside mailbox, regardless of the type of mailbox destroyed, or else, at the option of the owner of the property adjacent to the mailbox, such owner shall be paid the fee, as of the date of destruction, for mailbox replacement as set forth in the City's fee schedule. If weather conditions prevent immediate repair or replacement the city may install a temporary mailbox.

(c) The city shall bear no responsibility or liability whatsoever for personal injury or death to any person, or damage to any property, caused by a mailbox located in the public right-of-way.

(d) Any and all damages to persons or property caused by the presence of a custom-built mailbox in the city's right-of-way shall be the responsibility of the owner of the property adjacent to the custom-built mailbox.

*Section 2.* Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession, of Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession is enacted in lieu thereof, as follows:

(e) It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curb line and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal,

plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. In the event plant material described in subsection (a) of this section or any of the obstructions described in this subsection are damaged or destroyed by the city, its employees, agents or contractors, in the course of street maintenance, including snow removal, street sweeping, street cleaning, and other similar work, or any repair, replacement, construction or reconstruction of city streets, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, including the area between the curb line and the abutting private property line, the city, its employees, agents and contractors shall have no liability to the private property owner or party in possession of the property adjacent to which such obstructions or plant material are located, for any damage to or destruction of such obstructions or plant material. The owner or party in possession of the land referred to above shall comply with the city ordinances pertaining to the trimming of trees, and other ordinances affecting the maintenance of said area of ground lying between the curb line and the property line abutting their property.

INTRODUCED: \_\_\_\_\_ September 16, 2019

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ September 16, 2019

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

September 16, 2019

The Committee of the Whole met in the Council Chambers at 5:55 p.m. on September 16, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Mark Miller, and David Wieland. Daryl Kruse was absent. Staff members attended from all City Departments. Bettina Fabos and Isaac Campbell both from University of Northern Iowa (UNI) also attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Wheatpasting Murals in Cedar Falls by Fortepan Iowa. Bettina Fabos, UNI Professor of Visual Communication and Interactive Digital Studies, explained they have been working with Fortepan Iowa to create digital archives of photos taken by amateurs. She stated this will be an online story telling feature of the history of Iowa. She explained they are in partnership with five public libraries including the Cedar Falls Public Library. Ms. Fabos stated they are working on grant funding to create a scanning hub at the Cedar Falls Public Library. She introduced Isaac Campbell, UNI graduate student. Mr. Campbell continued the presentation and explained what wheatpasting is. He said these murals have been put up around the world with flour and water. He reviewed various murals. He stated they can last up to 10 years and they are nondestructive, biodegradable, and images are scalable and can be put up at a low cost. Mr. Campbell said he helped with a project in Budapest, Hungary and in Ottumwa, Iowa. He explained how a project is done. He reviewed the five temporary wheatpaste murals which will be put up in the College Hill area. He stated the funding has been provided by the College Hill Partnership, UNI Alumni Association, and the Iowa Arts Council. Mr. Campbell explained they will put these up before UNI Homecoming, October 5, and they will remain up for 1-year. Mayor Brown opened it for discussion. Mr. Campbell stated repairs can be made to the murals, but the wheatpasting is durable.

Mayor Brown introduced the final item on the agenda, bills and payroll. Rob Green moved to approve the bills and two payrolls as presented, Mark Miller seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:20 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



August 2019

**AUGUST 2019 MONTHLY REPORTS**  
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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
August 2019**

**Financial Reports**

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

**Cash Management**

Property tax related revenues received to date in FY20 are monitored monthly by Financial Services employees. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,433,500 invested in CD's and \$1,500,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	21	8,000,000.00
PFMM Withdrawal	1	3,000,000.00
PFMM Deposit	0	0.00
CD/Investment Interest		\$233,218.63

**FY19 Audit**

The auditors will be here the week of September 23<sup>rd</sup> to complete the audit work. The process for financial statement reporting was started in July and has continued through August. The financial statements will be completed in September prior to the auditors arriving.

**Capital Assets**

A complete review of capital assets was completed in August. The listing is reviewed to determine that all additions and deletions were processed for each division. The listing will be part of the FY19 audit.

### **Federal Grant Programs**

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD. The unaudited version of the Annual Financials for Section 8 Housing Voucher Program for fiscal year end June 30, 2016, was filed online with HUD in August. The annual Equity Sharing Agreement and Certificate was filed for Police Forfeiture Fund.

### **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For August, 169 payroll checks and 1,241 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 275 invoices were mailed out to customers.
7. 1,596 transactions for accounts payable were processed and approved by the City Council for payment and 593 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.

### **Benefits & Compensation Activities**

1. The Wellness Committee met to finalize the first FY20 challenge, Know Your Numbers, and to finalize upcoming challenges and rewards. Staff arranged for Covenant Clinic Occupational Medicine & Wellness staff to complete blood draws in September for eligible employees needing 2019 lab values to complete the online health assessment. This is the 3<sup>rd</sup> consecutive year of this challenge and it is the Committee's goal is to have employees complete an updated version each year for comparison. Completion of the assessment by October 31<sup>st</sup> will result in a \$20 Hy-Vee gift card.
2. FY19 health fund information was forwarded to Wellmark and the City's benefit consultant, Holmes Murphy to assist with the September financial audit and State of Iowa 509a reporting requirements.
3. Staff had multiple conference calls with Holmes Murphy in an effort to update the City's Policies and maintain compliance related to eligibility, termination, and retiree health and dental benefits.

4. The City's consulting agreement with Holmes Murphy is based on a set yearly fee. As a result, the City's LTD benefit premium rate with National Insurance Services/Madison National Life will not include a commission beginning 9/1/19 going forward for the rest of the contract. This results in a rate drop from \$.33/\$100 covered salary to \$.315/\$100 of covered salary
5. Email was sent to city staff reminding them of the benefit through our LTD insurance that provides identity theft protection services. Along with this email was an attachment, notifying the employees of administrative changes associated with the service.
6. Sent updated employee census with salary increases that took effect at beginning of the fiscal year for accurate bill processing.

### **Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: City Engineer, Community Services Coordinator, Maintenance Worker, Planner I and II, Principal Engineer, Public Safety Officers; PT positions: Assistant Equipment Mechanic, Crossing Guards, Community Service Officer, Housing Program Specialist, Laborer, Office Assistant/Evidence Technician, Interns for Administration, Cable TV, and Library, Library Shelver, Parking Meter Attendants, seasonal positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the August 7 and 28 Commission meetings.
3. Staff met with Arrowhead Medical Center Occupational Medicine staff regarding employment physicals, return to work coordination, and workers' compensation case management.

### **Miscellaneous Personnel Activities**

1. Staff continued to assist with group benefit questions, benefit consultant transitions for FY20, and early fall reporting compliance.

## Finance and Business Operations Information Systems Division Monthly Report August 2019

### Software Purchase/Installation/Upgrade Activities

- Software installations included:
  - All iPads for Fire were relicensed due to syncing issues between the desktop software and the mobile app.
  - Installed Avigilon on 5 PCs in the Public Safety Building
  - Installed Microsoft Office, Google Chrome, Adobe Flash & Player, Java, TightVNC, Sophos, OptiView, LAMA, printer drivers, .NET Framework 2.0 and Windows Updates on building inspector's laptop
  - Installed MiCollab on Controller's machine

### Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
  - Laptop and docking station for Jamie: Strictly Tech (\$999.15)
  - Wireless headsets for new phone system : Strictly Tech (\$651.03)
  - Batteries for UPS at Public Works: Amazon (\$264.99)
  - DVD's for Police evidence.
- Equipment installations included:
  - Installed PolyCom conference room phones at Library and Community Center
  - Installed second monitors for Deb and Bonita at Tourism
  - Installed wireless headset on desk phone
  - A new industrial PC was loaded and deployed to the Water Reclamation control building.

### Equipment Repairs

- A new hard drive was ordered and replaced in our secondary NAS storage system, due to failure

### Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
  - All Cameras on the College Hill were installed and configured with the assistance of CFU and Inneconnex.
  - All cameras pertaining to the project were also focused and set to record.
  - Set up network switch and worked with CFU to increase the bandwidth for the network.

- Worked with CFU to monitor data usage after the camera install
- We have one camera left to install when fiber gets installed.
- Replacement Phone System
  - Worked with Century Link to discontinue service and understand billing.
  - Attended System Administration training
  - Worked with CFU to getting all fax lines and elevators working and converted over to their phone service.
  - Held a meeting with Marco to discuss some of the issues we were seeing.
  - Will continue to work on voicemail to email issues.
- New Public Safety Building opening
  - Finished the migration of all of the City Hall door locks into the new door lock system.
- Graphic design projects for the month included:
  - **Hearst Center:** exhibit promo materials, misc. posters/fliers, postcards, vinyl, misc. printing
  - **Tourism:** print and digital ads, shop t-shirt, event fliers
  - **Rec Center:** class fliers, fitness schedule updates
  - **Other:** website and social media maintenance, business cards, misc. printing and trimming, mobile app, TV slides, housing flier, temporary signs, signs, wayfinding signage ideas, parking sign, *Currents*, public safety info sheets
- Assistance Activities:
  - 2 cables were run between the engineering conference room and the engineering switch. This was done to separate the connection between the phone and mini PC.
  - Firehouse and Shieldware certifications were exported for use in the new Salamander badge ID system.
  - College Hill fight video was archived for the Police Department.
  - Our door lock system provider, Inneconnex, was assisted with moving our buildings over to our new door lock system.
  - A new cable jack was terminated, in our Information Systems work area, in order to lessen Cable TV shared drive down time.
  - A new VIP distribution list was created for the engineering division.
  - The Police department was assisted with archiving video, from Hidden Valley apartments, pertaining to a shooting.
  - Worked with the Public Works department to determine best method to identify Ash trees that have been affected by the Emerald Ash Borer
  - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.

- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested
- Laptops and projectors were provided and setup for those needing them for meetings and travel
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary
- Users were added and removed from the network as required for hires and terminations.

### **Problem Resolution Activities**

- Amy's PDF documents were using Adobe and not her paid pdf software – switched default programs to her pdf software
- Mandy couldn't log into OptiView – enabled her account
- Dustin called about two mechanic machine's software not working – created shortcuts for software on public desktop
- Marty couldn't get fax to send – had wrong fax number
- Curt couldn't get fonts to display on reply email – explained to him he can't use fonts when replying to a "plain texted" email
- John wanted calls to only ring to his desk phone (not mobile) – tried to disable presence but soft keys were invalid (updated on management console but not on phone itself) – escalated to Julie
- Joanne key card stopped working – updated her facility code
- Kevin had same issues
- Mini PC wouldn't boot up in North Conference Room – lost power to floor plate and no bootable disk detected – changed outlets and got into BIOS to update boot order
- Ran Windows updates in the process
- Marty software kept prompting him with another program is already running – tried to open software through hidden icons (didn't work) – maximized window via task manager

## **Channel 15 Programming Activities**

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- Two Committee of the Whole meetings
- Two Planning & Zoning meetings
- One Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.  
Updated & added Community Calendar events to the Channel 15 Announcements

- **Regular production included:**
  - Recorded and played back UNI Football Media Day
  - Produced 1 Serving the Valley show
    - Cedar Valley Angels
  - Produced one Holiday Hoopla promo
  - Produced two Sports Talk shows
    - CF Football Preseason Preview
    - CF Volleyball Preseason Preview
  - Recorded & played back one public meeting (Also uploaded to YouTube).
    - College Hill Parking Study
  - Produced 1 Arts Overlook
    - Hearst Center “Mask of Lincoln”
    - Hearst Center “Formal/Informal Innovations in Portraiture”
    - Hearst Center “Sandra Louise Dyas” preview
    - Hearst Center “Pasting our Past” preview
  - Aired 4 Panther Sports Talk summer shows
  - Finished Fairview Cemetery documentary, in conjunction with Cedar Falls Historic Preservation and Cedar Falls Historical Society.
  - Continued production of “Champions of the Net” documentary on the 2017 Volleyball State Champions from Cedar Falls.
  - Covered UNI Football Media Day and took headshots of all players for player graphics
  - Covered Cedar Falls Football Media Day and took headshots of all players and coaches for graphics
  - Covered Cedar Falls Volleyball Media Day and took headshots of all players and coaches for graphics
  - Took photos of CF Women’s Cross Country varsity runners for upcoming broadcast.
- **City News** - Continued weekly news format program “Cedar Falls City News” including the following stories:
  - National Night Out
  - Public Safety Fire Ladder Training
  - Downtown Parking changes update phase 1
  - College Hill Parking Study
  - Hearst Center exhibit “The Mask of Lincoln”

- Emerald Ash Borer/Ash Tree Removal update
  - Fondo Cedar Valley/Fondo Fest preview
  - Fondo Cedar Valley/Fondo Fest recap
  - Place to Play playground ribbon cutting preview
  - Doggie Dip preview
  - Downtown Shuttle service
  - Doggie Dip recap
  - Recreation Center public meeting preview
  - Rec Center On-Line survey
  - Cedar Falls Historical Society new museum
  - Road Construction Update
  - Hwy 58 & Viking Update
  - West 1st Street Construction
  - University Avenue up 2019 Community Award
  - Construction numbers 6th highest for city-wide construction projects; tops \$100 million.
  - ARTaplooza Preview
  - Main Street revitalization leader visits Cedar Falls (Irvin Henderson)
  - Michael Buhrow retires from CF Fire after 38 years
- **Facilities**
    - Tested new live signal at UNI for Panther Sports Network events.
    - Worked with Jon Wolter, at the University of Northern Iowa to install new cable for announcer position in the McLeod Center.

## **Geographical Information Systems (GIS)**

- Projects:
  - Met with Public Works staff to discuss and view demos for updating refuse collection software and AVL integration
  - Attended a software demo on work order management for integration with current city workflows
  - Met with Public Works and CD directors to discuss GIS data available for download on City's website
  - Updated current GIS section of City website to include data downloads for our most common requests
  - Met with Planning and Building staff to discuss changes to our current workflow for assigning addresses
  - Provided an update to 3 new web mapping applications available for public consumption to Council Committee
  - Met with Planning and consultant staff on Gibson Master Plan property

- Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee
- Web & Database:
  - Setup a web mapping application to collect locations of private ash trees in need of removal
  - Finished setting up geodatabase for tracking tree plantings & removals
  - Updated cemetery web application with locations of Veterans
  - Updated all sewer videos collected by Water Rec for May-August to the web application
  - Updated Subdivision layer to reflect new status categories
  - Added platted easements to the public facing web mapping application
  - Updated 10,000 building polygons
  - Updated cemetery information from CIMS into SQL
  - Updated rental information from Firehouse into SQL
  - Updated building permits from LAMA into SQL
- Data Requests:
  - Provided parcels data for W 27<sup>th</sup> & W 12<sup>th</sup> St to Snyder & Associates
- Maps:
  - 
  - Provided large map for North Conference Room
  - Provided a map with sewer lining and low-moderate income areas
  - Provided a map with lift station locations
  - Provided a map for 1-sided refuse collection on Loren Dr
  - Provided current and historic maps of the city limits for a potential utility issue for Legal
  - Provided a map of current flood buyout properties and their current maintenance status for Parks
  - Provided maps for new addresses issued:
    - Western Home 9th Addition
    - 4 temporary utility boxes for K&W Electric
    - CFU Landfill on Leverage Rd
    - L&N Transportations
  - new public safety building
  - Provided maps for Public Works for trail snow removal
  - Provided maps for V&T for public distribution
  - Provided map of C-2 & M-1 zoning districts for Fischels Commercial Group
  - Provided maps for new addresses issued:
    - Park Ridge Estates
    - Dairy Queen & BP Gas Station
    - Air King
    - Prairie Winds 4<sup>th</sup>
    - Zuidberg North America

### **Training and Staff Activities**

- GIS Analyst provided training to a number of staff on how addressing assignments work as well as how it all integrates in to LAMA
- GIS Analyst attended a regional GIS workshop
- Worked with Davenport group to come here and lead training sessions for users that are new to LAMA. We will work with CFU to have them use tablets and CF1stop to do work they need to complete.
- Attended demos for two vendors that were selected as finalist for the new parking management system.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
August 2019**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

1. **Traffic Court:**  
 City Cases Filed: 149 (this number includes both City and State tickets)  
 Cases Set: 10  
 Trials Held: 2
2. **Code Enforcement:** Telephone conferences and research regarding hoarding/unsafe housing matters; attention to nuisance property matter.
3. **Miscellaneous:** None.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

4. **PERSONNEL/HUMAN RESOURCES:**
  - a) Consult with City staff on personnel and disciplinary matters
  - b) Attend weekly Human Resource Meetings
  - c) ADAAA update and light duty policy Memorandum
  - d) Consultation on various labor issues
  - e) Attention to state ombudsman statute amendment
5. **RISK MANAGEMENT/CLAIMS:**
  - a) Attend Risk Management Committee Meeting; provide input
  - b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
    - i. workers compensation
    - ii. personal injury
    - iii. property damage
  - c) Review and approve outside counsel legal fees and expenses for payment
  - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
6. **CONTRACTS/AGREEMENTS:**
  - a) Review and Advise—Invision architect contract
  - b) Review and Advise—NAPA service/spare parts contract

- c) Review and Advise—Cedar Falls Schools pool lease
- d) Review and Advise—Buckeye Corrugated Assignment and Assumption agreement
- e) Review and Advise—INRCOG MOA regarding Section 8 housing services
- f) Review and Advise—CV Commercial Development Agreement
- g) Review and Advise—DS Warehouse termination
- h) Attention to Band Shell lease
- i) Draft Viking Pump Parking Lot Lease

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council meeting procedural issues

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to Rural Water issue
- f) Advise on Code Enforcement issues
- g) Draft Parking ordinance
- h) Attention to temporary easement forms
- i) Draft monument mailbox ordinance
- j) HR training, various departments
- k) Attention to annexation issues
- l) Attention to political sign ordinance
- m) Draft summary of new laws of interest
- n) Attention to right-of-way fee issues
- o) Attention to Cyber lane condemnation
- p) Review and revise library security camera policy

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**

- a) Risk Management Committee met August 21, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.

- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
  - g) Work with EMC Risk Services, LLC, on transfer of claims.
  - h) Marketing meeting with MercyOne to review on-going matters.
11. **Personnel**
- a) Work with departments and legal counsel on disciplinary matters.
  - b) Conducted interviews for personnel matter.
  - c) Work with departments and legal counsel on various personnel issues.
  - d) Review and process medical billing for pre and post-employment matters.
  - e) Process FMLA leave and monitor non-FMLA leaves of absence.
12. **Human Rights Commission (HRC):**
- a) Attended Executive, Education Committee, and Commission Meetings on August 19, 2019. Provided staff support to Committees and Commission.
  - b) Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
  - c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
  - d) Attend Economic Inclusion Summit meeting.
  - e) Commission hosted informational booth at PrideFest.
  - f) Commission hosted informational booth at UNI Rainbow Reception

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
AUGUST 2019**

**Public Records Activity**

Prepared agendas, minutes and electronic packets for two Regular City Council meetings, two Committee of the Whole meeting, one Technical Review meeting and two Planning & Zoning Commission meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted one (1) ordinance and fifty-one (51) resolutions during the month; staff drafted forty-one (41) of these resolutions.

Issued the following:

- 2 Business Licenses
- 0 Sidewalk Café permit
- 62 Pet licenses
- 19 Annual "Paw Park" permits
- 7 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 46 Monthly Lot
- 0 Annual Lot (prorated)
- 0 Annual Senior
- 0 Monthly Construction
- 12 Daily/Guest
- 0 Annual Dumpster

Processed (15) liquor licenses, (4) wine and (1) beer permit.

Processed (4) cigarette/tobacco/nicotine/vapor permits.

Recorded (4) documents with the County Recorder and filed (1) document with the County Assessor.

Satisfied (7) requests for public records and responded to (5) requests/concerns received thru the City's on-line Service Request feature.

Filed UCC Financing Statement with the Secretary of State relative to the loan agreement with Sturgis Falls Celebration, Inc.

The unemployment rates for the month of July 2019 were 3.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.5% in Iowa, and 4.0% in the U.S.

**Document Imaging completed**

7 – Employee performance evaluations.  
 3 – Planning geographic/project files.  
 1 – Building/Inspection plans.  
 13 – Miscellaneous boards, commissions & committees meeting materials.  
 90 – City Council Resolutions (#21,595-#21,685).  
 2 – City Ordinances (#2926-2927).  
 Miscellaneous employee documents/personnel files.  
 Departmental Monthly Reports – July 2019.  
 Financial Statements-Sartori Health Trust.

**Parking Activity****Enforcement**

1,025 – Parking citations issued.  
 \$ 6,188.76 – Citations paid.

**Collection Efforts**

\$ 1,075.00 – Collections from delinquent parking accounts.  
 \$ 750.00 – Vehicle immobilizations (15 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the downtown parking study recommendations.

Reviewed proposals and interviewed parking enforcement technology and equipment vendors in conjunction with the parking study recommendations.

Hired two new part-time parking attendants to cover the expanded enforcement hours of 8 am – 8 pm, Monday thru Saturday, in conjunction with the downtown parking study recommendations.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
AUGUST 2019**

Library Activity

Usage Statistics	June 2019	July 2019	July 2018
Customer Count	22,434	24,123	24,312
Circulation	49,635	52,527	50,891
Ebooks and streamed videos*	4,550	5,009	4,541
Downloaded music	1,329	1,551	1,631
Reference Service	1,907	1,905	2,934
Items Added	971	790	613
Event Attendance	2,938	3,612	2,719
Computer & Wi-fi Usage	3,712	3,844	4,354

Special events in August included the following:

- Writers of the Cedar Valley
- Sign language classes
- Tabletop gaming
- Sewing and quilting
- Outreach storytime at the Cedar Valley Arboretum and Botanical Gardens
- Senior Device Advice
- Explore Iowa’s Lost History on the Titanic with Iowa author Darcy Dougherty Maulsby (outreach program to the Community Center)
- Blood drive

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation Robert and Shirley Berg Fund for use by the library.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, a weaving class, and music, the Center also hosted rentals for bridge, stamp club, Entertainment at the Center, a church group, and a fundraiser.

\*Digital magazines discontinued for low usage.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Aug-19

Total for Month \$5,170,580.00  
 Total for Fiscal Year \$14,180,453.00  
 Total Same Month - LAST YEAR \$4,788,332.00  
 Total for Fiscal Year - LAST YEAR \$23,235,360.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	6	0	\$1,408,467.00	\$12,066.90	14	0	\$3,349,679.00	\$28,508.70
Multi-Family New Construction					12	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	91	0	\$922,544.00	\$16,637.75	188	0	\$2,111,848.00	\$35,747.25
Res Garages	6	0	\$154,825.00	\$2,444.75	13	0	\$293,058.00	\$4,767.75
Commercial//Industrial New Construction	2	0	\$2,072,000.00	\$10,541.55	3	0	\$3,672,000.00	\$19,124.30
Commercial//Industrial Additions and Alterations	9	0	\$612,744.00	\$6,727.50	16	0	\$1,053,948.00	\$11,213.05
Commercial//Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility					2	0	\$9,920.00	\$243.00
Agricultural/Vacant								
Plan Review	9	0	\$0.00	\$10,766.16	17	0	\$0.00	\$19,981.87
<b>Total</b>	<b>123</b>	<b>0</b>	<b>\$5,170,580.00</b>	<b>\$59,184.61</b>	<b>265</b>	<b>0</b>	<b>\$14,180,453.00</b>	<b>\$129,314.17</b>

ITEM 6.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Aug-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	77	0	\$0.00	\$7,194.30	137	0	\$0.00	\$12,700.90
Mechanical	97	0	\$0.00	\$7,750.00	211	0	\$0.00	\$17,295.00
Plumbing	90	0	\$0.00	\$7,974.50	167	0	\$0.00	\$13,910.50
Refrigeration	1	0	\$0.00	\$200.00	1	0	\$0.00	\$200.00
<i>Total</i>	265			\$23,118.80	516			\$44,106.40

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$0.00	1	0	\$0.00	\$0.00
Mechanical					1	0	\$0.00	\$150.00
Plumbing								
Refrigeration								
<i>Total</i>	1			\$0.00	2			\$150.00

<b>Building Totals</b>	123	0	\$5,170,580.00	\$59,184.61	265	0	\$14,180,453.00	\$129,314.17
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<b>Grand Total</b>	389	0	\$5,170,580.00	\$82,303.41	783	0	\$14,180,453.00	\$173,528.57
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ITEM 6.

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
August 2019**

**ITEM 6.**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on August 14th and August 28th. The following items were considered.

<b>Applicant</b>	<b>Project</b>	<b>Request</b>	<b>Action Taken</b>
CV Commercial, LLC	1809 College Street site plan	Recommend approval	Approved
Your CBD Store Inc.	100 E. 2 <sup>nd</sup> Street, Suite 107 façade review	Recommend approval	Approved
Panther Farms LLC	Prairie Winds 4 <sup>th</sup> Addition Final Plat	Recommend approval	Approved
White Coat Series II, LLC	Pheasant Hollow Seventh Addition Preliminary Plat	Recommend approval	Approved
West Fork Crossing	Land Use Map Amendment	Recommend approval	Approved
West Fork Crossing	Rezoning from A-1 to R-1	Recommend approval	Approved

**Group Rental Committee** – Held regular meeting on August 20th.

Kyler Rickert	704 Bluff Street	New rental for an occupancy of three (3) individuals aged 18 years or older per unit	Approved for an occupancy of two (2) individuals aged 18 years or older subject to staff stipulations
Kara Rasmusson	1109 W 10th Street	New rental for an occupancy of four (3) individuals aged 18 years or older per unit	Withdrawn

**Board of Rental Housing Appeals** – Did not meet in July.

Kathy & Mark Barrie	2003 Tremont	Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older at transfer	Withdrawn
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**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Historic Preservation Commission	No meeting	
Housing Commission	No meeting	
Community Main Street Design Committee	8/16/19	Design reviews. Façade program details discussed.
Parking Committee	8/13/19 & 8/27/19	Reported on progress. Continued work on public outreach strategies and signage for time limits.
Bicycle and Pedestrian Advisory Committee	8/6/19	Discussed Bicycle Briefs and Pedestrian Points; Pedal Fest Summary; Mayor’s Entre-Tourism Ride
Metropolitan Transportation Technical Committee	8/9/19	Discussed Iowa DOT Commission meeting in September; RISE project and Black Hawk County Water Trails Plan
MET Transit Board	8/29/19	Tri Annual Review and staff reports.
North Cedar Neighborhood Association	8/12/19	North Cedar Natural Resource Project; Center Street Trail update; Neighbor’s Park sign and discussed location for another neighborhood monument sign on Lone Tree Road.
Middle Cedar Watershed Management Authority	8/15/19	Watershed project updates; partner updates, support letters
College Hill Partnership	8/12/19	Presentation of idea for temporary wheat-pasted murals. Board voted to support the Cedar River Recreation Project with a letter of support and small contribution.

**ECONOMIC DEVELOPMENT:**

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Drafted Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- City Council approved the voluntary annexation of properties into the City of Cedar Falls.

- City Council approved an Agreement for Private Development with Strickler Properties LC for a new economic development project in the West Viking Road Industrial Park.
- Received letter of intent and drafted development agreement for a new building project in the West Viking Road Industrial Park.
- Sent tax abatement ordinances for ACOH, LLC and FN Investors, LLC to City Council for approval.
- City Council approved an Assignment and Assumption Agreement with Buckeye Corrugated, Inc. relative to the sale of their property to Broadstone BCI Iowa, LLC.
- City Council approved a Termination of Real Estate Purchase with DS Warehouse, LLC, which will make the lot available for development.

**PLANNING SERVICES:**

- 405 citizen inquiries and staff responses with information/assistance.
- 71 land use permits were issued.

Number of Rental Inquiries: 45

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

**OTHER PROJECTS FOR AUGUST INCLUDED:**

- Center Street Corridor Streetscape project engineer selected: Foth Infrastructure & Environment will submit a contract for engineering services for Council review.
- Worked with MET Transit to extend the downtown shuttle bus service in downtown through the holiday shopping season.
- One rental conversion application reviewed and approved.
- Research was conducted on a potential Certified Local Government grant to do a reconnaissance survey of Cedar Falls oldest residential neighborhoods around the downtown. Findings indicated that multiple intensive surveys would be more appropriate. It was determined to wait until the next grant cycle to submit.
- Historic Preservation Commission, in partnership with Channel 15, completed the Fairview Cemetery Tour video. Discussions on how to share it with the public have started.
- Ongoing coordination with consultant for the Downtown Visioning Project. Staff continuing to review a draft of the plan.
- Assisted in reviewing the College Hill Parking Study.
- Held Technical Advisory Committee Meeting with consultant for the master plan of the city-owned Gibson properties.

**CDBG**

- Entered into a HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.
- Submitted 5-year Consolidated Plan and Annual Action Plan to HUD for review and approval.

**Programs:**

- **CDBG**
  - Monthly required reporting and reimbursement requests are ongoing.

**Housing Rehabilitation Grants**

4 Properties in pipeline  
2 Properties complete

**Emergency Grants**

3 Property in pipeline  
2 Projects completed

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc.

**HOUSING CHOICE VOUCHER PROGRAM**

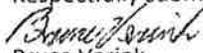
Waiting List	232	HAP Payments	\$ 101,919
New Applications Taken	60		
Units under Contract	216		
Lease Up Rate	64%	Total Vouchers Available	326
Initial Vouchers Issued	3	Lease Up Goal	230
Mover Vouchers Issued	1		
New Admissions	0		

**RECREATION DIVISION  
Monthly Report  
August 2019**

- Falls Aquatic Center
  - 20,217 patrons attended open Rec Swim in August Staff performed 22 assists where patrons need help to get to the side of the pool
  - 7 in-service training sessions were conducted during the month for pool staff
  - The summer swimming season came to an end on August 25 when the Falls closed.
  - Doggy Dip was held on 26th where we had 232 dogs and 562 people attend in cooler rainy type day.
  - For the summer the Falls had 90,105 patrons use the facility for open rec swim and another 24,000 use the facility for programs like swim lessons, water walking, swim team work outs, water exercise, pool rentals, etc.
  - Staff has started the process of putting the pool to bed for the winter, putting items in storage for protection, draining and winterizing the Falls.
- Staff compiled the list of accomplishments and new goals for City Hall.
- Staff has been thinking of CIP projects to be done over the next 5 year once requested these will be submitted to City Hall.
- Adult Softball teams have finished their summer season.
- Beach House and park shelter rental usage is down staff believes for weather related purposes.
- Rec Center
  - Fitness classes have gone well with no issues with 2,888 patrons participating.
  - The membership fee adjustment/change made in May continues to be well received by patrons. Numbers in the fitness classes have risen from the change and we have sold a lot more memberships than in the past during the same time period.
- Staff has been busy working on the programs and services to be offered during the school year and will soon have them up on the web page for the public to see.
- Consignment ticket sales for places like Lost Island, Valley Fair, the Blank Park Zoo, and Six Flags has kept staff busy selling 186 tickets for \$4,745.50.
- Equipment used for summer programs around town was collected, inspected, inventoried and stored in the basement of the Rec Center for next summer.
- Fall programs getting started included kickball and softball league, NFL flag football for over 500 youth, registration has been going on for youth volleyball as well.
- Staff has continued to work with RDG, the consultants, hired by the City to study what future programs and facility needs might be in the years to come. The public was asked to fill out an on-line survey from August 13 thru the 27. A Town Hall meeting will be held on Sept 4<sup>th</sup> from 7:00 – 8:30 for the public to stop in and provide input and offer comments as well.

Attached is a list of programs that met in June and the number of contacts we had with the public.

Respectfully submitted,

  
Bruce Verink

Recreation Division Manager

**Recreation and Community Center Usage For August 2019**

Members using the Facility	9,722	Zumba	37
Non-Members using the Facility	317	Cardio Cycling	598
Child Care	199	Massages	28
Aerobics	1,147	Before and After Care	177
Circuit Weight Training	75	Birthday Parties	0
Yoga	907	Pickleball	33
Personal Training	256	Racquetball/Wallyball Hrs.	47
Rock On	99	Meetings/Tours/Rentals	851
		Steam Room Usage	471
		<b>TOTAL</b>	<b>15,014</b>

**Recreation and Community Center Revenues**

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	3	12 <sup>th</sup> Grade & Under	4
Adult	47	Adult	6
Senior Citizen	16	Senior Citizen	1
Family Pass	45	Child Care	5
Corporate Family	0	Racquetball	0
Corporate Individual	1		
1-month Special	0		
Credit Card Usage	\$34,035.00	Leisure Link Registration	\$8,571.80
<b>Daily Fees</b>			
Admission	\$2,454.00	Racquetball	\$6.00
Child Care	\$30.00	Amusement Park Ticket Sales	\$745.50

**Swimming Pool Passes (Winter)**

Family	9	Youth & Senior	4
Adult	24		

**Youth Programs**

Before & After Care	177	Pool Parties	2,075
Camp C.F. - CH	224	Swim Club	196
Camp C.F. - Hansen	280	Doggie Dip	
Camp C.F. - Aldrich	207	Dogs	232
Inservice	133	People	562

**Adult Programs**

Softball Leagues	1,488	Lap Swim	173
Fall Softball Leagues	528	Stretching Aqua Trim	0
Kickball League	312	Water Walking	636
Pickleball	0	Scuba	8

**Recreational & Lap Swim**

Outdoor	20,217
Indoor (closed for 22 days)	91

**Rentals**

Pool Parties	7	Shelters	81
Beach House	10	Gateway Celebration Shelter	9
Ball Fields	20	Recreation Center	4

**CEDAR FALLS RECREATION DIVISION**

August-19

**YOUTH ACTIVITIES**

**CAMP CEDAR FALLS - Hansen**

Aug 5-9 0 plus 40 signed up for all summer  
TOTAL 0 40  
**TOTAL CAMP CEDAR FALLS HANSEN 40**

**CAMP CEDAR FALLS - Cedar Heights**

Aug 5-9 3 plus 29 signed up for all summer  
TOTAL 3 29  
**TOTAL CAMP CEDAR FALLS CEDAR HEIGHTS 32**

**CAMP CEDAR FALLS - Aldrich**

Aug 5-9 6 plus 23 signed up for all summer  
TOTAL 6 23  
**TOTAL CAMP CEDAR FALLS ALDRICH 29**

**TOTAL CAMP CEDAR FALLS 101**

**BEFORE & AFTER CARE**

Aug 5-9 4 plus 19 signed up for all summer  
TOTAL 4 19

**TOTAL BEFORE & AFTER CARE 23**

**Circuit Weight Training**

4:30 pm TTh 13  
**TOTAL CIRCUIT WEIGHT TRAINING 13**

**Rock On**

5:15 am MWF 9  
**TOTAL ROCK ON 9**

**TOTAL ADULT EXERCISE 22**

**ADULT SPORTS**

Men's Softball Fall League 10  
Mixed Softball Fall League 4  
Adult Kickball 14  
**TOTAL ADULT SPORTS 28**

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**August 2019**



**Meetings, Conferences and Business Travel Marketing**

- Plan HelmsBriscoe Familiarization Tour.
- Awarded \$10,000 grant to UNI to assist with Overseas Recruiting Fair.
- Provide additional information for American Planners Association Iowa Convention.
- Met with Hawkeye Stages to negotiate pricing.
- Updated Spaces and Places brochure.
- Upgraded meetings and conventions pages on web site.
- Working with JayJay Goodvin to host Historic Route 20 Annual Meeting in October.



**Sports Related Marketing**

- Attend Cedar Valley Sports Commission board meeting.

**Events that Occurred**

<b>Date</b>	<b>Event</b>	<b>Attendance</b>
Aug 4	ASA Iowa Men's State Softball Tournament No assistance	648 athletes and spectators

*CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau*



**Leisure Travel Marketing**

- In June through August we fulfilled 1,700 requests for information from our advertising.
- News at Noon interview to promote ARTapalooza.
- Attend Cedar Trails Partnership board meeting.
- Gather updated content for 2020 Visitor Guide.
- Updated Fun Things brochure.
- Cadry's Kitchen (Vegan and College Hill Arts Festival), Chicago Tribune (Antique Acres) and Travels and Whims (Ginger Thai Cuisine) recently featured Cedar Falls in articles and blog posts.
- Monitored, shared and created 8 posts.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter with stories about UNI School of Music Scholarship Benefit Concert, Bands of America Competition, ARTapalooza and Fall Harvest Festival.
- Maintained Cedar Valley Trails website and Facebook page.
- Processed special trails event registrations x4.



**Tourism Related Business and Organization Coordination and Collaboration**

- Cedar Falls Tourism Marketing Committee meeting.
- Published Hospitality Highlights newsletter x4.



**Asset Development**

- Attended Cedar River Improvements meeting x3.
- Met with James Hoelscher to explore development of research program.
- Tour new Hampton Inn hotel.
- Attended Lost Island Adventure Park ground breaking.



**Group Tour Marketing**

- Created itinerary for Kansas City motor coach. They intend to come in August 2020.
- Contacted three planners from cancelled or previous visits to encourage a future visit.

**Groups Visiting**

<b>Date</b>	<b>Group</b>	<b>Attendance</b>
Aug 2	First Citizens Bank, Mason City Assisted with itinerary planning	26 39 ppl

Aug 9-11	Paired Iowans Going Somewhere (PIGS) Rally <i>Hotel info and route assistance</i>	60 ppl
Aug 28	Clear Lake Bank & Trust Co. <i>Created itinerary for mystery trip</i>	58 ppl



**Organization and Promotion of Tourism Related Events**

**Planning**

- Attended Sturgis Falls Celebration board meeting.
- Conducted Facebook giveaway for Stem & Stein.
- Released 176 events on Cedar Valley 365 and promoted its use.

**Events that Occurred**

Date	Event	Attendance
Aug 2-4	Iowa Irish Fest <i>Promotion assistance</i>	48,000 anticipated
Aug 16-18	Old Time Power Show <i>IPR advertising, social media, grant assistance</i>	7,000 anticipated
Aug 17	Cedar Valley Fondo <i>Planning committee, IPR advertising, social media</i>	165 riders
Aug 24	Cedar Pride Fest <i>social media and other promotion</i>	unknown



**Increase Community Support**

- Committee of the Whole presentation.
- Iowa Department of Transportation Tourist Oriented Signage Committee meeting.
- Attend Cedar Falls Rotary meeting x1.
- Attend Grow Cedar Valley Ambassador Social.

**Administrative Activities**

- Community Development staff meeting x6.
- Tourism staff meeting x3.
- Attend Public Art Committee meeting.
- Provide evaluation for intern, Sydney Schoentag and attend final presentation.
- Process bills and payroll x2
- Managed 6 rentals at the Visitor Center.
- Managed gift shop.
- Working through contract with ZLR to place our digital advertising.

**Focus for September**

- Attend Upper Midwest Convention and Visitors Bureau Conference.
- Attend Small Market Meetings.
- Create content for 2020 Visitor Guide.

Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>INCOMING CONTACT BY</b>													
CV Walk in (Dear Cedar) FY20	893	1,071	965	866	537	517	507	330	948	943	1,055	1,156	1,964
CV Walk in (Dear Cedar) FY19	264	1,067	965	866	537	517	507	330	948	943	1,055	1,156	1,964
Facebook Website	24	27	27	27	27	27	27	27	27	27	27	27	51
US Map	1	0	0	0	0	0	0	0	0	0	0	0	1
Phone	150	146											296
<b>HOW HEARD ABOUT US - If offered</b>													
Friends - Family	2	8											10
Other (including ads, web, FB, etc)	14	15											29
Signage	8	42											50
Advertising	3	0											3
Trade Consumer Shows	1	0											1
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	58	112											170
Business Inquiries	205	185											390
Group Trip Info	0	3											3
Travel Request	3	0											3
Relocation	51	6											57
School Project	0	0											0
Special event	1	5											6
Toddler	93	95											188
Toddler	3	7											10
CV Amenities including Restroom	594	619											1,213
<b>ADVERTISING LEADS</b>													
Area Travel Guide Website	541	441											982
CV Travel Guide	0	0											0
AAA Travel	NA	NA											0
Midwest Living (Best of the Midwest)	NA	NA											0
Midwest Living (Best of the Midwest)	7	0											7
<b>PROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	921	1,131	0	0	0	0	0	0	0	0	0	0	2,052
CV Mailed Cur. (individual)	13	25											38
CV Bulk Distribution (local)	309	379											688
CV Bulk Distribution (out of state)	0	120											120
Relocation	51	42											93
Workshop Bags	0	124											124
Total Lead Cards Requested	139	342											481
<b>WEBSITE TRAFFIC</b>													
CV FY20 (including CV365)	11,154	9,287	7,077	10,642	7,744	9,557	6,519	6,241	6,229	6,156	7,266	6,290	20,441
CV FY19	9,466	7,863	7,077	10,642	7,744	9,557	6,519	6,241	6,229	6,156	7,266	6,290	16,027
CV FY19 (including CV365)	13,768	11,173	8,076	10,642	8,470	11,030	7,774	7,563	6,679	6,106	6,677	6,021	24,941
CV FY19 (including CV365)	11,154	9,287	7,077	10,642	7,744	9,557	6,519	6,241	6,229	6,156	7,266	6,290	16,027
Page with Top Views	Things to Do												
Top Traffic Source	Google												
Total Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook
<b>SUBSCRIPTIONS</b>													
Weekender News (consumer newsletter)	481	505											986
Weekender Sign	216	235											451
Local Highlights (quarter newsletter)	456	479											935
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (likes)	6,757	8,797											17,554
Instagram	1,324	1,355											2,679
Twitter	3,750	3,758											7,508
Pinterest	512	516											1,028
<b>VOLUNTEER INVOLVEMENT</b>													
Board - Committee Hours	140	70											210
Student - hours	192	78											270
Family Hours - Visitor Center	89	108											197
Travel Hours - Special Events/Bus Station	20	4											24
<b>MISC.</b>													
CV Conference Room	3	9											12
CV Conference Room	0	3											3



**CEDAR FALLS**  
**CULTURAL PROGRAMS**  
 Monthly Report | August 2019



**PUBLIC EVENTS/PROGRAMS @ The Hearst**

- August 2: Formal/Informal exhibition reception featuring music from Data Stream
- August 8: 'Lunch and Learn' program with Lynn Brant
- August 17: Photography workshop with Lyle Potter, in conjunction with CFHS
- August 22: Artist talk with photographer Sandra Louis Dyas
- August 29: Final Thursday with guest author Vince Gotera
- Final three week-long summer camps concluded in August.

**HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:**

- Out of office on vacation August 5-9.
- Provided information and an interview regarding current exhibitions for CF Channel 15.
- Hosted public reception for exhibition *Formal/Informal: Innovations in Portraiture*.
- Created annual plan for staff development/travel.
- Reviewed strategic roadmap and requested approval from ACB.
- Provided outline of key talking points for Cultural Programs Committee of the Whole presentation to city staff.
- Met with Public Safety staff to discuss plan for artwork for new Public Safety Building.
- Provided memo to city staff outlining goals for visiting artist/artist studio program.
- Met with planning committee for the Cedar Valley Biennial Art Exhibition, a student show hosted at the Waterloo Center for the Arts; worked with committee to schedule a guest lecture at the Hearst Center with the visiting juror; requested and received ACB funding for honorarium and lodging for juror.
- Hosted students and public at installation of Models to Main sculpture at 4<sup>th</sup> and Main.
- Participated in planning meeting with members of the Cedar Valley Arts Steering Committee (CVASC) and Trade Mark to discuss branding strategies for CVASC.
- Presented Cultural Programs annual update to Council at 8/19 Committee of the Whole.
- Worked with Curator Emily Drennan and WCA Registrar Elizabeth Andrews to select works from WCA's collection for upcoming exhibition.
- Met with CVASC sub-committee to further review work of Trade Mark in branding.
- Attended and participated in quarterly Collections Committee meeting of the ACB.
- Hosted visiting artist Sandy Dyas for public lecture at the Hearst Center in conjunction with current exhibition.
- Led Programs Committee meeting for the CVASC – to discuss the planning of the 3<sup>rd</sup> Annual Cedar Valley Arts Summit, to be held in Spring 2020.
- Participated in CF CAPS program design sprint at AEA Building with Kim Bear, on behalf of PAC.
- Purchased supplies and constructed room-sized camera obscura for public talk on photography and cameras with Lynn Brant.

- Met with new Chair of the Public Art Committee and PAC Liaison Emily Drennan to discuss how to move PAC forward after the loss of Barbara Brown.
- Attended training at City Hall re: staff disciplines processes, injury, etc.
- Provided Cultural Programs annual Goals and Accomplishments; reviewed with staff.
- Travelled to Mason City to see work for display at Hearst Center and to tour facility.
- Worked with Abby Haigh and Matthew Wilson (ACB) on new website.
- Continued to work on reaching possible agreement with personal contact at Rutgers regarding exhibition of loaned artwork.
- Continued to work with Hearst intern on various tasks and projects, teacher emails for Poetry Out Loud and the development of a board dashboard.
- Finalized and launched ACB Community Sponsorship Fund; provided PR.
- Drafted various memos.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at Public Art Committee (out ill for Friends and ACB)
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.

#### HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Printed and mailed thank you letters for Friends membership payments.
- Printed and mailed Friends membership reminder letters to expiring members.
- Created annual achievements and goals.
- Generated reports on rental usage and income for Programs Coordinator.
- Prepared gift certificates as prizes for summer programs.
- Emailed class registrants with updated class information.
- Completed p-card applications for myself and new Ceramics Lab Tech.
- Attended P-card training.
- Located SDS sheets for hazardous materials that were removed from the ceramics lab.
- Provided information and materials requested by Adams family.
- Prepared Fowler/Finnegan mailer and delivered to post office.
- Presented registration and membership reports at weekly staff meetings.
- Estimated future postage needs and prepared mailing lists for marketing products.
- Helped check in, register, and change registrations for summer campers.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.

- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

#### HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Along with the Cultural Programs Supervisor, met with Public Safety staff to discuss the benefits of art for their new building related to combined staff and the public; will follow up with recommendations.
- Work with Kevin Cross on placement of signage at *Nest* sculpture site in North Cedar.
- Finish installation of *Formal/Informal: Innovations in Portraiture*, a selection of works on loan from the Syracuse University Art Collection.
- Adjust lighting, prepare Dahl-Thomas Gallery for a public reception.
- Notify Public Art Committee members and make arrangements to reschedule meeting; distribute materials; post to public.
- Prepare for/ lead quarterly Collections Committee meeting; set up proposed acquisitions.
- Attend the meeting of the Art and Culture Board; present recommendations of the Collections Committee for vote.
- Photograph installation of *The Mask of Lincoln*, prepare works for storage. Patch and paint gallery.
- Pick up works from local framer for the exhibition, *FOWLER: Watercolors by Clayton Fowler*, prepare layout for gallery.
- Work with Marketing Asst. to develop labels, signage, and publicity for the exhibition.
- Hang works, adjust lighting, install labels and signage, and arrange seating.
- Receive work by exhibiting artist Clayton Fowler from a Friends of the Hearst member interested in contributing to the upcoming exhibition after receiving the announcement in the mail; include the work in the gallery installation with acknowledgement to lenders.
- Work with the 2019 Hartman Visiting Artist to develop a program with the Hearst.
- Continue to gather work for an upcoming exhibition *Fiber Form* from UNI, the Waterloo Center for the Arts, Bethlehem Lutheran Church, and private collectors.
- Visit an exhibition of work by an Iowa artist as part of research for a major upcoming exhibition related to art educators and students.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Work with the Cultural Programs Supervisor on current/upcoming projects and events.
- Attend weekly staff meetings.

#### HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated volunteers for various events, set up and tear down, etc: exhibition reception, public workshop, artist talk, Final Thursday.
- Passport to the Arts continued in August.
- Coordinated and hosted monthly Hearst Photo Club Meeting.
- Coordinated Movies Under the Moon volunteers and helped with set-up and tear down.
- Met with NAMTA to rent rooms for fall, discuss possible fundraiser for piano repairs.

- Pins, Pens and Poems: provided outreach at 4 different Farmers Markets, in celebration of James Hearst's birthday month.
- Reached over 100 people about Hearst Programs at Pins Pens and Poems with direct 1-1 interaction. 28 people signed up for our newsletter.
- I spent 3 hours setting up for rentals, meetings, receptions, and events in August.
- There were 7 rentals in August and I wrote one new future rental contract.
- Wrote 5 agreements for musician programming.
- Had 8 volunteers help out for a total of 14 hours in August.
- Reviewed materials for upcoming events in September and beyond.
- Attended weekly staff meetings.
- Secured food and snacks for 3 events.
- Worked more on winter brochure events especially music in Mae Latta.
- Worked with partners on the Passport to the Arts initiative.
- Set up a Hearst Ukulele Club with a community member.
- Worked on annual goals and accomplishments.
- Worked on developing a book club at the Hearst.
- Worked on having 2 book readings/signings in spring.
- Worked with marketing coordinator to have posters made for upcoming events.

**HIGHLIGHTS from Angie Hickok, Education Coordinator:**

- Outreach: Iowa Irish Fest, prided face painting and hands-on activities for families.
- Outreach: Cedar Valley Pride Fest, provided face painting
- Hosted one birthday part in the education area for August.
- Attended monthly Art and Culture Board meeting and provided minutes.
- Attended LitCon planning meeting with CFPL.
- Attended weekly staff meetings
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised and coordinated with volunteers for camps and outreach.
- Scheduled instructors for 2 North Star workshops.
- Lead some sessions of 3, week long camps, lesson planned, etc.
- Coordinated one birthday- scheduled staff, paper work.
- Filed one discipline report for an instructor. Met with instructor, filed written warning.
- Planned activities for outreach at Pride Fest, Aug. 24<sup>th</sup>
- Coordinated to face paint at Scheel's for a UNI tailgate event.
- Partnered with CFPL to offer free art class passes to be "checked out" at library.
- Hired Claire Timmerman as replacement Ceramic Lab Tech, set up email, phone.
- Scheduled instructors for fall classes.

- Met with a potential new instructor for a "Mindful Art" workshop.
- Started Ed programming for winter brochure.
- Completed new goals and accomplishments for FY20.
- Attended HR Supervisor training meeting.
- Coordinated with Community Main St. for activities and programs at ARTapalooza.

#### HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Final Thursday Reading Series poster, Currents (Oct-Dec), Lunchtime Concert poster, Jazz/Blues poster, Teddi Finnegan pc/vinyl & Clayton Fowler pc/vinyl, Public Art Letterhead and staff business cards.
- Worked with Karen's Print –Teddi Finnegan/Clayton Fowler pc. Worked with Leverage for all 2019 brochure. Worked with Sandees on employee name tags.
- Continued to submit fall events/exhibitions/education to the Cedar Falls Tourism Calendar/365 calendar.
- Submitted Hearst Center Currents text/images (Oct-Dec 19) to City of Cedar Falls Graphic Designer.
- Errands: Signs and Designs (exhibition vinyl), Karen's Print (exhibition postcards) and post office (bulk mail/deposit for bulk mail) and city hall (mail).
- Meeting with Matthew Wilson about new Hearst website 8/15.
- Meeting with Annette Freesmen – Experience Waterloo about ads on 8/19.
- Submitted exhibition promotional materials to Pat Beck at Western Home.
- Updated new Hearst website with new graphics, text, and more. Set to launch early September 2019.
- Attended/took photos for new public art sculpture downtown Main St. on 8/15.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Sent Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Gift Shop: continued additional markdowns and added additional local authors.
- Mail Chimp: created content/graphics /added email subscriptions for Dazzle Hour and September E-News.
- Created content/graphics/posts for all social media.
- Friends Website: Updated index, events, exhibition and education pages.  
City Website: Updated contact info, holiday hours and fall 2019 brochure.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

## Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY19	July FY18	Aug. FY19	Aug. FY18	September	October	November	December
<b>ATTENDANCE</b>								
# of Days Open to Public	27	27	30	28				
Door Counter	2420	2579	2359	1743				
Sculpture Garden (est.)	375	375	350	350				
Average visits per day	103.52	109.41	90.30	74.75				
<b>VISIT PURPOSE</b>								
Exhibition (walk-in)	365	313	318	347				
Exhibition Receptions	0	141	15	101				
Meetings	34	40	32	65				
Youth Classes	0	64	0	16				
Adult Classes	174	59	34	29				
Messy Mornings	0	0	0	0				
Camps	909	918	989	448				
Birthday Parties	34	65	43	84				
Workshops	26	17	25	0				
Tours	90	89	0	0				
Rentals	35	134	187	0				
Ceramics Lab	40	18	34	16				
Public Programs	228	151	145	140				
Thursday Painters	86	99	98	130				
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5				
Other	134	577	151	367				
<b>SERVICES OFFERED</b>								
Youth Classes	0	3	0	1				
Adult Classes	10	13	3	2				
Rentals (inc. recitals, etc.)	1	3	7	0				
Community Group Mtgs	2	11	6	14				
Messy Mornings	0	0	0	0				
Camps	10	10	3	5				
Birthday Parties	1	2	1	2				
Workshops	3	1	1	0				
Tours	3	3	0	0				
Public Programs	4	6	6	7				
Thursday Painters	4	4	5	5				
Exhibition Receptions	0	1	1	1				
<b>DIGITAL TRAFFIC</b>								
E-News Subscriptions	1165	1305	1160	1299				
Facebook Views	20773	23142	24078	16516				
Facebook Followers	1974	1643	1978	1659				
Facebook Event Listings	8	6	8	6				
<b>OFFSITE SERVICES</b>								
Offsite Educ. Encounters	206	152	237	315				
Offsite Educ. Programs	4	4	3	4				
Community Committee Mtg	2	2	2	3				
<b>MEMBERSHIPS</b>								
Total Friends Memberships	227	182	229	224				
New/Renewed this month	6	0	22	44				
<b>PRESS</b>								
Newspaper	0	1	0	1				
Radio, interviews, ads	1	1	1	2				
Press Releases	2	1	1	2				
Ads, other (FB ads, etc.)	0	2	1	1				

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - AUGUST 2019**

<i><b>Project</b></i>	<i><b>Description</b></i>	<i><b>Status</b></i>	<i><b>Budget</b></i>	<i><b>Contractor/ Developer</b></i>
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Design	\$310,000	Engineering Division Foth
2019 Permeable Alley	Storm Water	Construction Underway	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Contracts		Engineering Division
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctuion	Street Repair	Design Underway		Engineering Division
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Construciton Underway	\$160,000	Engineering Division / Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - August 2019**

<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved	-----	CGA
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addition	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Preliminary Plat	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
The Terraces at West Glen, New	New Subdivision	Under Review	-----	New Aldaya/Fehr Graham

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - August 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Dahlstrom/CGA	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Under Review	VJ Engineering	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Greenhill Commercial	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building)	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	-----	Kimley Horn & Associates, Inc.	Completed
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking)	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - August 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
<b>N. Cedar Elementary School</b>		Approved	Approved	Brain Engineering	
<b>North Elementary School</b>	2419 Fern Avenue	Approved	-----	Cardinal Construction	Active
<b>Orchard Elementary</b>	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
<b>Owen5 Construction Facility</b>	Lot 16 Northern CF	Under Review	Under Review	ISG	Hold by Planning
<b>Panther Office Addition</b>	616 Clay Street	Approved	-----	Dollys Rental	Active
<b>Panther Travel Center/Dairy</b>	1525 W Ridgeway	Under Review	Approved	Fehr Graham Engineering	Active
<b>Public Safety Building</b>	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
<b>Rabo Agrifinance</b>	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
<b>Raising Cane's</b>	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Active
<b>Redeemer Church</b>	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
<b>River Place MU II</b>	122 E. 2nd Street	Approved	Approved	AECOM	Active
<b>Slumberland (Building Addition</b>	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
<b>Standard Distributing Co.</b>	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
<b>Standard Distribution</b>	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
<b>State Street Mixed Use LC</b>	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS AND MAINTENANCE DIVISION  
PARK & CEMETERY SECTION  
MONTHLY REPORT FOR AUGUST 2019**

**PARK**

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Installed limestone edging at Place to Play around Restroom.
- Cut concrete and repaired conduit at place to play park.
- Removed fence at Rec. Center lot play area.
- Repaired pitonque court.
- Picked up picnic tables at 2<sup>nd</sup>/Clay St
- Cleaned planting beds and bio-cells on city properties.
- Continued weeding and re-mulching planting beds on city property.
- Delivered tables and chairs to from beach house to public safety building.
- Picked up down limbs on mowing routes.
- Routine mowing of city properties.
- Broom rec. trails.
- Repaired ruts at Island Park.
- Filled wash out area at Pfeiffer Park.
- Trimmed trees and weeds along Rec. trails.
- Continuing to apply wood chips to playgrounds in parks.
- Repaired damaged sod at Public Safety Building.
- Mowed Public Safety Building new sod.
- Re-Installed sign at Neighbors Park.
- Installed post at Island Park.
- Hauled sand from Washington Park
- Seeded retention area at Island Park.
- Cleaned Sand from boat ramp at Washington Park.
- Repaired bike pump at Pfeiffer Park.
- Installed changing table at Place to Play.
- Repaired damaged retaining wall blocks at Tondro Park.
- Finished painting at Place to Play Park.
- Put out trail closed signs on Cottage Row Rd.
- Assisted with drainage project at Pheasant Ridge Golf Course.
- Delivered picnic tables to Overman Park.
- Adjusted irrigation heads at Birdsall ball fields.
- Adjusted irrigation heads at Vets Park.
- Installed toilet paper holders at Place To Play Restrooms.
- Installed new benches at Aquatic Center.
- Installed basketball hoop at Place to Play Park.
- Cleaned and painted shelter at Place to Play Park.
- Installed benches and tables at Peter Melenday Park.
- Installed sign at Birds Nest.

- Cleaned boat ramps at Prairie Lakes.
- Installed tables, benches and trash receptacles at Place to Play Park.

## ARBORIST

- Ash tree removals. (22 total)
- Other tree removals. (23 total)
- Removal of down limbs around town from storm damage.
- Trimmed trees in ROW. (34)

## CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (15) total.
- Removal of down limbs and tree debris.
- Routine mowing and trimming

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
CEMETERY SECTION  
MONTHLY REPORT**

FOR THE MONTH OF: August Year 2019

**Interments:**

<b>Greenwood</b>	<u>4</u>
<b>Fairview</b>	<u>8</u>
<b>Hillside</b>	<u>3</u>

**Disinterment:**

**Spaces Sold:**

<b>Greenwood</b>	<u>1</u>
<b>Fairview</b>	<u>3</u>
<b>Hillside</b>	<u>3</u>

**Services:**

<b>Cremations</b>	<u>8</u>
<b>Saturday</b>	<u>4</u>
<b>Less than 8 hrs. notice</b>	
<b>After 3:00p.m.</b>	

**Receipts:**

**Prepetual Care**

<b>Greenwood</b>	\$ <u>160.00</u>
<b>Fairview</b>	\$ <u>480.00</u>
<b>Hillside</b>	\$ <u>480.00</u>

**Burial Permits** \$ 8,800.00

**Lot Sales** \$ 4,480.00

**Marker permits** \$ 260.00

**Deed Transfers** \$ 120.00

**Total Receipts:**

**\$14,780**

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR AUGUST 2019**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 685.43 tons of solid waste during the month of August. The 125 loads required 372.00 man-hours to complete, equating to 1.84 tons per man-hour. The automated units used 1,310.13 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 1.99 tons of solid waste during the month. The 6 loads required 48.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 68.40 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected Twenty-one (21) loads of refuse for the month. The containers totaled 35.47 tons and required 103.00 man-hours to complete. This operation yielded 0.34 tons per man-hour. The semi-automated collection totaled 19.11 tons and required 60.00 man-hours to complete. This operation yielded 0.32 tons per man-hour.

The total number of August container dumps was 765. Sixteen percent (16.99%) or 130 of these dumps, were for non-revenue bearing accounts.

The container route truck used 281.72 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 155 large item stops during the month and collected 12.76 tons. This required 43.00 man-hours to complete and equates to 0.30 tons per man-hour. Thirty-nine (39) Appliances and Fifteen (15) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 83.59 tons of yard waste curbside this month. The 24 loads required 93.00 man-hours to complete, equating to 0.92 tons per man-hour.

There are currently 7,869 yard waste accounts throughout the city.

2,331 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 306.35 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION SOLID WASTE**

The Transfer Station's trucks hauled 81 loads of solid waste to the Black Hawk County Landfill totaling 1,155.66 tons.

The Transfer Station accepted 400.90 tons of commercial and residential solid waste this month.

334 appliances, 359 tires, 115 television sets, and 47 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 684.71 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION YARD WASTE**

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 2.35 tons of commercial and residential yard waste this month.

Refuse crews hauled 66.21 tons of yard waste to the Compost Facility this month.

**RECYCLING CENTER (Drop off site located at 1524 State Street)**

The recycling center received the following approximate quantities during the month of August:

Tin (Baled)	2.00 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	15.50 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	56.10 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	24.26 tons
Phone Books	
Books/Flyers	
Office Paper	5.19 tons
Plastic Bags	0.79 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	20.87 tons
E-Waste	6.02 tons
Glass	48.74 tons
Scrap Metal	27.63 tons
Shingles	21.76 tons
Tires	3.39 tons

Revenue generated by the Recycling Center for August was \$480.35.

**UNI RECYCLING SUBSTATION**

The UNI Recycling Substation received the following quantities of recyclables for the month of August.

Plastics #1-7	2.74 tons
Cardboard	11.33 tons
Newspaper	4.30 tons
Tin	0.56 tons
Glass	2.10 tons
Plastic Bags	0.69 tons
Office Paper	0.00 tons
Styrofoam	0.31 tons
<b>Total</b>	<b>22.03 tons</b>

**FAREWAY RECYCLING SUBSTATION**

The Fareway Recycling Substation received the following quantities of recyclables for the month of August.

Plastic #1-7	6.07 tons
Cardboard	15.43 tons
Newspaper	7.06 tons
Tin	0.98 tons
Glass	2.61 tons
<b>Total</b>	<b>32.15 tons</b>

**GREENHILL VILLAGE RECYCLING SUBSTATION**

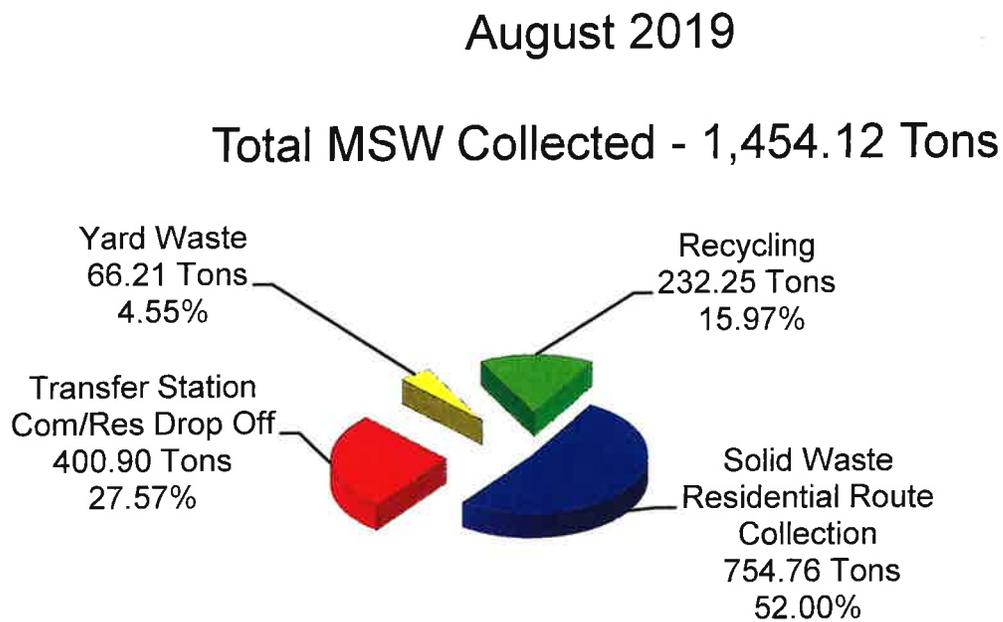
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of August.

Plastic #1-7:	3.83 tons
Cardboard	18.46 tons
Newspaper	4.46 tons
Office Paper	0.40 tons
Plastic Bags	0.00 tons
Tin	0.27 tons
Glass	1.72 tons
Styrofoam	0.25 tons
<b>Total</b>	<b>29.39 tons</b>

**MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,454.12 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of August 2019 for the City of Cedar Falls.



**MISCELLANEOUS TASKS**

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

Two refuse section employees completed Transfer Station Certification, Emergency Response and Remedial Action Plan, and Confined Space training this month.

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS AND MAINTENANCE DIVISION  
STREET SECTION  
MONTHLY REPORT FOR AUGUST 2019**

**COMPOST FACILITY**

- The seasonal compost facility was randomly monitored on a daily basis ID's were checked.
- Unacceptable & undesirable materials dropped off by residents were removed whenever encountered.
- Hauled woodchips to the farmer on Union Rd using the CFU truck.

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Installed sidewalk at Place to Play Park.
- Assisted with solid waste and yard waste collection.
- Assisted with E.A.B. removal.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Installed new safety cable across the river with help from Public Safety and Fleet Maintenance.

**STREET & ALLEY MAINTENANCE**

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack routing & crack sealing activities.
- Shoulders were mowed as needed during the month.
- Made permanent street repairs at locations where Cedar Falls Utilities had made temporary street & sidewalk patches.
- Curb and gutter was replaced and 2422 Walnut St.

**SANITARY & STORM SEWER MAINTENANCE**

- Cleaned catch basin lids of debris.
- Replaced failed sanitary and storm sewer box-outs at various locations.
- Replaced failed sanitary and storm sewer castings at various locations.

**MISCELLANEOUS TASKS**

- Performed preliminary cleaning of the North Cedar Q-net from Jaclyn St. to Cameo St.
- Reset and replaced damaged brick sidewalk pavers on Main Street.

- Set traffic control on the intersection of 1<sup>st</sup> St and Main St. for traffic pole painting.
- Reinstalled statue and anchored benches at Peter Melendy Park.

### **ICE AND SNOW**

- 1000 tons of road salt was ordered and delivered.

### **SPECIAL EVENTS:**

Traffic control materials were placed & retrieved for the following events

- College Hill farmers market.
- Hiawatha Rd for a block party.
- Bluebell and South Main for a block party.
- Fondo Festival Event at Overman Park.
- 5<sup>th</sup> St and Walnut St for neighborhood event.

**PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR AUGUST 2019**

- 144 traffic control signs were repaired.
- Made 26 labels for vehicle maintenance.
- Fabricated 12 signs for various applications.
- Traffic operations completed 8 One Call utility locates.
- Completed 27 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 3 minor tasks.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to a signal in flash call at Viking Rd and Nordic Dr. Repairs were made and returned to normal operation.
- Traffic operations completed annual task of roadway and parking lot painting. This month all handicap parking stalls were painted throughout town. Traffic operations also completed a small painting project at the public safety building.
- Traffic personal installed an electrical subpanel for the outside shelter at the Place to Play Park.
- Installed an electrical outlet for the cable television van at the North Cedar fire department.
- Assisted the IT department by providing electrical circuits and terminations to 2 surveillance cameras.
- Traffic personal installed 52 bike repair station signs on the recreational trails throughout town.
- Removed an electrical service panel at the intersection of University Ave and Campus St. The panel was relocated and upgraded in a safer place away from the sidewalk to avoid power outages.
- Traffic Operations coordinated the painting of the signal poles at the intersection of 1<sup>st</sup> and Main St.
- Traffic personal attended a continuing education session on Hazardous Locations to retain Class A electrical license.

**PUBLIC WORKS DEPARTMENT  
FLEET MAINTENANCE SECTION  
MONTHLY REPORT FOR AUGUST**

The Fleet Maintenance Section processed 141 work orders during the month of August 5 of them were either sent out or done by staff from other sections.

1,290 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,726.791 Gallons of Ethanol

9,149.316 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of August was 16,876.107 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

**Street Section**

- 20197: In serviced new crack sealer.
- 20201: Replaced engine thermostat with new one.
- 2044: Replaced impeller gear box with new one.
- 231: Replaced turn signal assembly.
- 235: Replaced accelerator pedal.
- 237: Replaced gear shift tube assembly.
- 241: Replaced passenger side brake chamber.
- 242: Replaced right rear broken s-cam tube.
- 243: Replaced air dryer purge valve.
- 244: Replaced right front abs sensor.
- 245: Replaced rear brake chambers.
- 247: Replaced air dryer purge valve.
- 248: Replaced rear brake chambers.
- 261: Replaced alternator and air solenoid.
- 262: Replaced rear brake chambers.
- 267: Replaced engine crankshaft sensor.
- 275: Replaced muffler and hydraulic hose.
- 277: Replaced starter.
- 282: New equipment setup.

**Refuse Section**

- 301: New truck setup.
- 3059: Service and replaced Murphy switch on ignition.
- 346: Replaced traveling cover wheels and replaced hydraulic hose.
- 348: Replaced NOX sensor and hydraulic hose on pack panel.

370: Replaced clutch brake and sealed right rear axle flange.

### **Water Reclamation**

403: Replaced front and rear bumpers, installed trailer hitch and trailer connector.

405: Replaced rear brake calipers, pads, rotors and replaced leaking axle seal.

412: New vehicle install.

492: New vehicle install and training.

### **Parks/Cemetery/Rec Section**

1102: Replaced all four tires.

2118: Replaced burnt plug wire and sealed up exhaust leak on EGR tube.

2123SL: Installed mulching kit on mower.

2127M: Replaced parking brake cables and shoes.

2137: Replaced parking brake shoes and axle seals.

2159: Flipped knives on cutting drum.

2160: Replaced batteries and installed new starter.

2197: Replaced worn cutters and serviced.

2199: Replaced hydraulic drive belt.

2333: Replaced ignition switch and tumbler.

### **Engineering**

124: Replaced front and rear brakes, front brake calipers and sway bar links.

129: Serviced and replaced power steering line was leaking fluid.

139: Replaced rear brake shoes and wheel cylinders.

### **Fire Division**

FD503: Replaced engine temp sensor and cleaned A/C evaporator.

FD541: Replaced all four tires.

PD511: Replaced pressure gauges on the pump panel.

### **Police Division**

PD22: Replaced #3 ignition coil and all six spark plugs.

PD13: Body repairs completed at Coffmans auto body.

PD16: Body repairs completed by Rydell Collision center.

### **Community Development**

501: Replaced steering rack and lubricated the steering slip joint.

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS AND MAINTENANCE DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR AUGUST 2019**

AQUATIC CENTER

- Delivered janitorial supplies.
- Repaired stool in men's locker room.
- Repaired pole light.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Modified locks on former PD kitchen and set up room for use as a lactation room.
- Secured corridor to locker rooms.
- Concrete panel replacement was complete by contractor.
- Repaired electrical outlet in north conference room.
- Participated in interviews of architects firms for remodel RFP.
- Lock on attorney's office was replaced due to intermittent malfunctioning.
- Met with CFU energy to discuss audit of building.
- Removed file cabinets from former Public Safety offices not needed by current staff.
- Planed door edge and adjusted latch on door.
- Electrical outlet was installed for new door controller for entry doors.
- Door mullion and panic devices were installed for entry doors.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Outlet was installed for new door controller.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Troubleshoot water valve operation and replaced actuator.
- Replaced broken toilet seat.
- Replaced 18 emergency and exit light batteries.
- Completed fire inspection.
- Moved several table and carts from building.

PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Moved bins of files from Bluff to 4600 for shredding.
- Removed old metal file cabinets for recycling.
- Met with Plumb Tech for owner training of mechanical and HVAC systems.
- Replaced stool in women's restroom at Station #2.
- Met with tile contractor to determine areas of grout repair.
- Cleaned evaporator coils on rooftop HVAC units.
- Mounted two sharps containers.
- Installed exterior boot scrapper.
- Completed many miscellaneous tasks related to moving and set up of new building.

## PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Repaired drinking fountain.
- Repaired urinal.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Replaced door closer at Bluff wash bay door.
- Installed temporary no smoking signs and Place to Play.
- Cleaned evaporator coils at 1500 Bluff air conditioner units.

## RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Refinished and treated sauna.
- Installed new latch on men's steam room door.
- Reset breaker and several cardio units due to power loss.

## TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Reinstalled 58/Main sign on mast arm after pole painting was completed.
- Set out narrowcade/ped crossing signs along Eric Rd.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - AUGUST 2019

### PLANT OPERATIONS

Overall plant performance was very good the month of August. All permit requirements were met.

### PROJECTS

Annually we have aging manholes rehabilitated to reduce infiltration into the collection system and to stabilize old brick structures. In August our contractor began lining twenty eight manholes.

Staff completed sand-blasting and coating walkways above the tanks at treatment plant. Staff also adjusted weirs in a settling tank with the help of Engineering Division staff. This involves setting the height the water spills over the tank, making the weir level around the tank. This improves the treatment process a small amount and helps reduce excess pollution entering the river through the plant effluent.

### BIOSOLIDS

We were able to haul nearly 300,000 gallons of liquid biosolids to local farm fields during the August. This provides beneficial material to cropland. Another 190,000 gallons were processed through our dewatering system for later application.

A total of 5.7 tons of sand and grit were hauled out of the plant to the landfill in August.

### SEWER SYSTEM SERVICES

We received 554 sewer locate requests from the Iowa One Call system, 136 of which were pertinent and required markings by our field staff.

We received three residential sewer problem calls in August, none of which involved an issue in the city's sewer main.

There was one emergency calls for a lift station issue. There was only a minor issue that was resolved quickly.

We cleaned a total of 11,280 feet (2.1 miles) of sanitary sewer lines. This brings our total for the year to 15.2 miles. Our goal each year is to clean at least forty miles, fall is the most productive time of the year in this are so we should get close to this goal.

A total of 4,000 feet (0.8 miles) of sewer lines were inspected with our televising

equipment. This brings our total for the year to just under five miles. Our goal is to inspect at least fifteen miles per year so we have a lot of effort ahead of us to meet this.

#### INDUSTRIAL WASTE PRETREATMENT PROGRAM

Scheduled inspections were conducted at Metokote Corporation and Universal Industries in August. No violations were found.

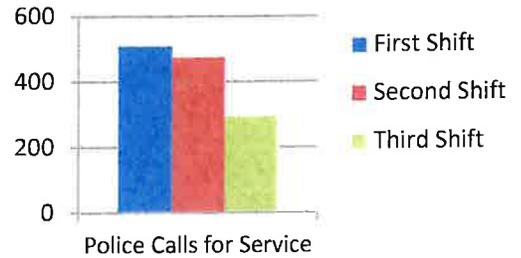
Unscheduled inspections were conducted at the UNI power plant and Viking Pump with no violations found.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
AUGUST 2019**

ITEM 6.

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	509	474	295
Traffic Stops	101	132	80
Arrests	13	30	24



**FIRST SHIFT – Captain Jeff Sitzmann**

- First Shift Officers assisted Third Shift with staffing during the month of August. There were numerous incidents which required the need for extra staffing around bar close time. First Shift Officers assisted with this staffing during their off hours.
- During the month, Officers monitored the Farmer's Market for Parking Violations and we also opened City Hall so the public restroom could be used.
- During the month, Officers had several dealings with a transient male acting suspicious in the Downtown area. We were eventually able to get him in contact with the local Veteran's Affairs Office and he was able to get shelter, food and clothing.
- Throughout the month of August, Officers again investigated several scam operations in the area. One investigation revealed that an elderly victim had already lost over \$300,000 but the victim refused to believe she was being scammed.
- Officers were sent to 3rd / Ellen Streets for a Hit and Run Accident involving injuries. A witness got the plate of the run vehicle and contact was made with her. The run driver claimed she got scared and left the scene. She was placed under arrest for leaving the scene of a personal injury accident.
- Officers received a report of an Erratic Driver at approximately 9:00 AM. Officers located the driver at her place of employment and found that she was extremely intoxicated. She was arrested for Operating While Intoxicated.
- A subject came to the Police Department carrying a bag of bones. The citizen farmed an area outside of town and believed he unearthed human bones while using his tractor. Photos were sent to the State Medical Examiner's Office who immediately reported that they were not human bones.
- It was reported that one female was on her porch yelling at people and had a shotgun on her shoulder. Officers arrived and found a female who was obviously in distress in possession of a shotgun. She was ordered to drop the weapon and she complied. The female was very intoxicated and very delusional. She was taken to an area hospital.
- Officers located a parked vehicle with two dogs inside. At the time, the outside air temperature was 86 degrees and it was much hotter inside the car. The owner of the dogs was cited for the violation.
- Officers investigated a Hit and Run at a Cedar Falls used car lot. Video evidence showed the run vehicle was the same vehicle Third Shift got into a Pursuit with the previous night. One 13-year old was charged with the Hit and Run.
- A pedestrian was run into by a vehicle in the Walmart parking lot which resulted in some injuries. That pedestrian later went to Urgent Care and while leaving, her vehicle was struck by another causing a Rollover Accident. The injured pedestrian was then upside down in her vehicle. She again sustained some injuries and neither accident was her fault.
- Officers were dispatched to a Disorderly situation at a North Cedar business. One subject involved arranged for her boyfriend to pick her up and Officers had information this subject may be armed. He arrived on scene and a loaded 9MM was seen in plain view. A Search of the car revealed dealer quantities of four different illegal drugs. The man was charged with multiple weapon and drug felonies. When we located the weapon the man beat his head against his trunk and said that he should have started shooting.
- Officers were called to a Suspicious Person who was following the Reporting Party and her children while they were on their walk. The female reported being followed by a white male in his 20's driving a white Acura. Multiple Officers searched the area and didn't locate him. Waterloo Police took two reports

matching this same description. They found the subject and charged him with Indecent Exposure and also had an Outstanding Arrest Warrant.

ITEM 6.

### **SECOND SHIFT – Captain Jeff Harrenstein**

- Officers went to a residence on Grand Boulevard on a Warrant Attempt and an adult female was arrested for Harassment 3rd. The female was also charged with a second count of Harassment from another active case.
- Officer was sent to Walmart to assist Animal Control with a report of animal neglect. Attempts were made to locate the owners of the vehicle with no results. A tow service was called and they gained access to the vehicle and the dog was rescued and impounded. The owners later came to the Police Station and they were required to pay for the Animal Control call and impoundment fee, the tow bill and were also cited for animal neglect.
- Officers responded to a report of a subject who was causing problems in Little Bigs. The subject was located and an adult male was arrested for Public Intoxication.
- Officers were dispatched to a 10-50 Accident that occurred at Highway 58 / Viking Road and one of the drivers just kept driving after the Accident and finally stopped at Tobacco Outlet on University Avenue. That driver, an adult female was arrested and charged with Operating While Intoxicated 2nd.
- Officers were sent to a residence on East 9th Street regarding a subject causing problems. Subsequent investigation led to the arrest of an adult male for Public Intoxication.
- Officers were sent to Dollar General on Center Street in reference to a possible Intoxicated Driver. Subsequent investigation led to the arrest of an adult male for Possession of Marijuana and a Search Warrant for blood and urine was done. Additional charges of Operating While Intoxicated 2nd Offense pending results of the blood and urine testing.
- Officers were dispatched to Von Maur for the report of a Theft. One suspect was detained in the store. The other fled on foot. One female was arrested and charged with Theft 3rd. Officers located the other suspect's vehicle with stolen merchandise inside. That vehicle was towed and a Search Warrant was conducted. Charges are pending on the second suspect.
- Officers took a report of a possible Domestic Abuse and Animal Cruelty. The female half fled town and called the Police Department with the report. She has since met with Officers and an investigation is being conducted. Charges are pending.
- Officers took a report of a subject eating food in the deli at Walmart. The suspect fled prior to Officers' arrival. The suspect has been identified and Warrants requested.
- Officers were dispatched to Scheel's for a male Shoplifter. The male subject attempted to steal sunglasses from the business. He was charged with Theft 5th, Possession of Controlled Substance – 2nd Offense; Possession of Prescription Drugs and Possession of Drug Paraphernalia.
- Officers were dispatched to the report of Vandalism at an address at a residence on West Ridgeway Avenue. Officers learned an ex-boyfriend Violated a No-Contact Order, damaged the property and Burglarized the residence. Warrants have been requested.
- An Officer making a routine Traffic Stop initiated an investigation for Violation of a No-Contact Order and Aiding and Abetting the Violation of a No-Contact Order. Officers learned that the female half went to her boyfriend's, got his credit card and took his car with his permission. Both admitted to willingly being together. Both were arrested.
- Officers were dispatched to the report of Shots Fired inside a trailer at a residence on West Ridgeway Avenue. Officers were aware that the subject has made threats to commit suicide in the past. Officers also learned that the suspect had at least one handgun. Officers secured the perimeter, and collected information about the situation quickly. As this was going on, the male came out of the residence unarmed. He was taken into custody without incident. The male was taken to the hospital for an evaluation and Officers secured the residence for a Search Warrant. A loaded handgun was located near Marijuana on the coffee table, as well as, several spent casings. A second handgun was also located. The subject has been charged with Possession/Control of Firearm in a Controlled Substance Violation, Possession of Marijuana, Possession of Drug Paraphernalia and Reckless Used of a Firearm.
- In July, Officers were dispatched to an apartment on West 8th Street for the report of a subject who had Violated a No-Contact Order. After further investigation, Officers were able to locate the suspect and he was arrested and charged with the violation.

- In May, Officers were dispatched to the Chalet Center on University Avenue. Officers learned that several businesses had been broken into and damaged. After several weeks of follow-up, Officers were able to identify the suspect and he was arrested on multiple charges. The charges include Criminal Mischief 2nd Degree and five counts of Criminal Trespass with Damage.
- Officers on routine Patrol in the area of the Lone Tree Fire Station located a male subject laying in the yard with an open container of beer. Officers stopped to make contact with the subject and later located Marijuana and drug paraphernalia. He was arrested and charged.
- Officers took a report of a Stolen Bike from The Falls. Officers investigated the case and learned the identity of the suspects. They were taken into custody and charged with Theft 5th.
- Officers were dispatched to the 2000 block of Valley Park Drive for a Wanted Subject. The male subject was arrested in early July for Harassing another subject through Snap Chat. A Search Warrant was conducted at that time, and the Warrant was for an additional drug charge.
- Officers were dispatched to the report of an Intoxicated male near the Kentucky Fried Chicken on University Avenue. Upon arrival, the male was located and later arrested for Public Intoxication.
- Officer conducted a routine Traffic Stop at Highway 58 / Ridgeway Avenue. Officers learned that there was a No-Contact Order between the driver and the passenger. They were both arrested and charged with Violating the No-Contact Order, as well as, Possession of Marijuana.
- Officers dispatched to the report of a Disorderly Subject in the area of Dollar General on Center Street. Upon arrival, Officers located a male subject, who reportedly had a gun. A gun was located within reach of the subject in his car. The male was arrested and charged for Possession of a Firearm as a Felon, Possession of Controlled Substance, Meth, Marijuana, LSD, Xanax, Carrying Weapons and Harassment 1st. The suspect did tell Officers that they were lucky he didn't fire the gun at them. The investigation continues as Officers are applying for a Search Warrant for the phone.
- Officers responded to a Disorderly Call with a male and female outside yelling at a residence on Waterloo Road. Upon arrival, the male tried to run from Officers and was detained. Subsequent investigation led to the execution of Search Warrants and the male was charged with multiple drug charges, Possession of Firearm by a Felon and he was Wanted by another agency on a Warrant. The female was arrested and charged with multiple drug offenses and Domestic Assault.
- Officers took a report of a Missing juvenile from a residence on West 14th Street. After a short time, she was located at the City Library and returned home.
- Officers were dispatched to Kohl's in reference to a Shoplifting that had just occurred. The male subject had run prior to Officer arrival and was not located. A Theft report was initiated.
- Officers responded to a report of a Fight in front of Walmart with three people involved. Upon arrival, it was found to be a verbal altercation and the subjects were sent on their way.
- Officers responded to a report of a male Assaulting his mother at a residence on West 15th Street. The male was arrested for Simple Domestic Assault.
- Officers were dispatched to Highway 58 / Viking Road for a Single Vehicle Motorcycle Personal Injury Accident. The driver was treated for non-life threatening injuries.
- Officers were sent to numerous Loud Party or Noise Complaints throughout the City during Shift. They conducted Foot Patrol in the area of College Hill.
- Officer responded to an Assist Call at 1911 Tremont Street. Subsequent investigation led to the arrest of a female adult for Simple Domestic Assault.
- Officers responded to a report of a motorcycle in the ditch near the 1000 block of Center Street. Upon further investigation, it was discovered that it was actually a bicycle in the ditch and that the rider had fallen off the bike due to being very intoxicated. The bicyclist was charged with Public Intoxication.
- Officers responded to a report of a female subject lying underneath a vehicle in the 2500 block of Royal Drive. An intoxicated woman was found near the scene on the ground and was arrested for Public Intoxication.
- Officers conducted follow-up investigation from Kohl's Department Store. As a result, an adult female was charged with Theft in the 4th degree.
- Officers assisted Cedar Falls Fire Rescue with a Residential House Fire at a residence on Birch Street.
- Officers were dispatched to the Cedar Falls Hy-Vee regarding the welfare of a subject stumbling in the parking lot. Officers made contact with an adult male who was found to be very intoxicated. The subject was arrested and charged with Public Intoxication.

- Officers responded to the 900 block of Rainbow Drive for a Motor Vehicle Accident with Injuries. One driver was transported to Sartori Hospital. Officers were assisted by Cedar Falls Fire Rescue and Sartori Paramedics.
- Officers were called to Dick Witham Ford regarding a woman trying to trade a vehicle that had been involved in a Hit and Run Accident with a motorcycle. It was determined that the Accident had occurred the night before and was investigated by Waterloo Police Department. A Waterloo Police Department Officer was called to Witham's and interviewed the vehicle's owner.

### **THIRD SHIFT – Captain Mark Howard**

- Officers were called to Deringer's Public Parlor for a subject possibly on probation and not allowed to be in the bar. Subject was not there.
- Officers were called to High Acres Mobile Home Park for subjects knocking on doors and running.
- Officers were called a residence on West 20th Street for a prowler trying to get into the residence. When Officers arrived the subject had left the area.
- Officers were called to 4000 block of Hillside Drive for a large amount of traffic. Reporting Party believed there may be a party in the area. Officers did not locate anything.
- Officers were flagged over in the 100 block of East 4th Street for a Hit and Run Accident.
- Officers were called to a residence on West 3rd Street for a female who had phoned her UBER driver and told her to pick her back up because she was being Assaulted by her boyfriend where the driver dropped her off. Officers made contact with the male at the residence who refused to let Officers enter the residence. When Supervisor arrived, the subject was advised that he will be detained while Officers enter his residence to check on the female. He then let Officers in and the female checked fine and had not been Assaulted nor did she want any help.
- Officer made a Traffic Stop in the 6800 block of University Avenue. The driver was arrested for Operating While Intoxicated.
- Officers were called to Kwik Star on the Hill for a female who needed assistance. Female's boyfriend had her phone and her car and was not responding to pick her up she had no way home. She was given a ride to her residence.
- Officers were called to a residence on Berry Hill Road for a female trying to get into the residence. When Officers arrived they located the female who claimed that the male was texting her to come over. She did allow Officers to see her phone which indicated that neither the male nor his wife had text the female. Subsequent to the Call, she was arrested for Operating While Intoxicated.
- Officers were called to a residence on Valley High Drive for a Disorderly between family members. Parties were separated for the night.
- Officer was called to a residence on West 4th Street for Vandalism to a vehicle.
- Officers were called to Mary Lou's on Center Street for Loud Subjects. When Officers arrived all subjects were gone
- An Officer working Deery's noticed a subject down in the McDonald's parking lot. Officers responded and the subject was taken to the hospital by ambulance. He was a juvenile that was extremely intoxicated.
- Officers were called to a residence on West 26th Street for an Assault. A female had Assaulted her boyfriend. He did not want charges. They were separated for the night.
- Officers were called to the Holiday Inn Express for a subject being held against her will. This was an on-line scam and this person did not exist.
- Officers were called to a residence on West 11th Street for some Suspicious Subjects running around the neighborhood. Officers did not locate anyone.
- Officers were called to a residence on West 10th Street again for teens running through people's yards. Officers did not locate anyone.
- Officers were called to a residence on Lone Tree Road for an Assault. This was a Disorderly between boyfriend and girlfriend and no one was Assaulted. Parties were separated for the night.
- Off-Duty Officer working Hidden Valley Apartments saw a Fight between two subjects in front of The Social House. Officers were able to catch one subject. That subject was cited for Disorderly.
- Officer made a Traffic Stop at Olive Street and Seerley Boulevard. The driver was arrested for Operating While Intoxicated.

- Officers were called to the Main Street McDonald's for a Fight in progress. When Officers arrived one knew who was fighting and employees were not willing to provide information. All parties were sent on their way.
- Officers were called to a residence on Main Street for a Burglary in progress. A female showed up at the address and Assaulted the male. Male refused to have anything done, but the female advised to not have contact with him any further. A Harassment case was completed.
- Officers were called to Sartori Hospital for subjects who were Disorderly.
- Third Shift Supervisor assisted Second Shift Officer with Operating While Intoxicated where a Drug Recognition Expert was needed, but not available. Officer completed an Operating While Intoxicated Warrant and had a judge sign the Warrant. The subject was also charged with Possession of a Controlled Substance.
- Officers were called to a residence on Lincoln Street for a report of a neighbor Harassing the Reporting Party.
- Officers were called to a residence on Main Street for a loud TV.
- Officers were called to a residence on Orchard Drive for a subject in need of assistance. Subject has dementia. Officers located her son and had him come to her address.
- Officers were called to the 100 block of Franklin Street for two Suspicious Subjects. Officers did not locate the subjects.
- Officers were called to a residence on Tremont Street for a 17-year old who took all her meds. She was rushed to the hospital. Officers drove the ambulance.
- Governor's Traffic Safety Bureau Officer made a Traffic Stop. After a Consent Search, the passenger was arrested for Possession of Marijuana.
- Officer did follow-up from an Assault that occurred last week and was handled by Black Hawk County Deputies. The Officer met with two subjects at the Police Department and took statements.
- Officers assisted Evansdale Police Department along with Waterloo Police Department, on a Pursuit that ended at 1st and Tremont Streets in a crash. The Fire Department was called out to assist with extrication of the driver who was injured. Police handled the Accident Report.
- Officers were called to a residence on Calumet Drive for an Assault at a Goodwill house. This was a false Call there was no Assault.
- Officers were called to 5000 block of Cedar Heights Drive for some Suspicious Subjects. The subjects were gone when Officers arrived.
- Officer located a Suspicious Vehicle in Gateway Park. The vehicle was towed.
- Officers were called to a residence for a strong chemical odor. The Fire Department was called out to check for gas with their meters.
- Officer was called to assist in getting a cell phone back that was lost at Big Woods Campground. Phone was recovered.
- Officers were called to a residence on Brenton Drive for a subject who reported that he had just shot and killed his mother and is now barricaded in his home. Major Incident Response Team was activated. This was a prank call. Major Incident Response Team was de-activated and the house was checked and all parties checked OK.
- Officers were called to The Social House for an Assault. One subject was found with a head injury. He did not want charges. Officers had to ride with the subject to the hospital.
- While on a Call at The Social House, Officers handled an Accident involving a Fire Truck.
- Officers were called to The Social House for a Disorderly female. She was arrested and charged with Intoxication, Disorderly, and Possession of Marijuana.
- Officer was doing follow-up on a Burglary case from last week. One subject was arrested for the incident.
- Officers were called to a residence on Berry Hill Road for an Attempted Burglary to the residence. Officers did not locate any evidence that someone had attempted to break-in.
- Officers were called a residence on West Ridgeway Avenue for a Theft report.
- Officer was called to McClain Drive and University Avenue for a car alarm going off.
- Officers dispatched to Cedar Square Apartments for a report of a Fight. Upon Officers arrival, they determined the subjects fighting had left the complex.
- Officers observed a subject causing problems at Little Biggs. The subject was placed under arrest for Public Intoxication.

- While dealing with a prior arrest, Officers were approached by a victim of an Assault. The victim was transported to Sartori Hospital by paramedics. It was later determined the victim has a broken jaw and required surgery at the University of Iowa. The suspect was arrested and charged with Assault Causing Injury, a Class D Felony.
- Officers called to a Fight in the 100 block of East 4th Street. Upon arrival, Officers found several subjects in the area arguing but arrived before any physical altercation took place.
- Officers called to an Assault in progress at a residence on West 4th Street. Officers spoke with the subjects involved and determined the Fight was verbal only and both parties were intoxicated.
- Officers were called to a Loud Party at a residence on Tremont Street. Upon arrival, Officers noticed several subject running from the party and leaving in vehicle quickly. It was reported a subject from this party entered a neighbor's house by mistake and was reported to be highly intoxicated. While Officers were looking for the female involved they heard a loud crash. The loud crash was a subject leaving the party hitting a parked vehicle and shoving that vehicle half way down the block and into the intersection.
- Officers dispatched to a large Fight at Deringer's Public Parlor. Upon arrival, it was determined there were four subjects actively involved in the altercation. All four subjects were placed under arrest and charged with Disorderly Conduct.
- Officers dispatched to the McDonald's on Main Street for a group of teenagers out past curfew and dancing on vehicles being loud. The subjects were adults and advised to move along.
- Officer found a subject passed out in the 2300 block of Olive Street. He was placed under arrest for Public Intoxication.
- Subject called the Police Station claiming to be at a residence on Brenton Drive holding three hostages. This was another case of "SWATTING". One Officer made contact and advised the resident of the Call.
- Officers were called to the front of Voodoo Lounge for the beginning of a Fight between several subjects. By the time Officers arrived, the crowd had dispersed and fled the area. There was no active Fight that occurred.
- Officers arrested a subject for Assault from an incident that occurred earlier in the week. The suspect was charged with Assault Causing Serious Injury.
- Officers were called to Suspicious Subjects that were wandering around the area of Cedar Heights. It was reported that the subjects were lurking in the shadows and they were wearing all dark clothing. Officers checked the area for several minutes, but they were not able to locate anyone.
- Officers were called to a hotel on University Avenue for a report of a male that had Assaulted a female. Officers made contact with both parties, and found that they were involved in a relationship. Officers found that the male had Assaulted the female. Statements were taken and the male was arrested for Assault D/A.
- Officers were called to Up In Smoke for a subject sleeping in his car. Officers talked with the subject who was waiting for his brother to return. The subject did have two guns in the vehicle. These weapons turned out to be stolen. The weapons were seized and the subject taken into custody. The subject claims to have received them from a subject in Waterloo for working on the guy's car. This subject is cooperating and the case has been turned over to FBI's Safe Streets Officers Savage and Saunders.
- Officers were called to two Suspicious Subjects in the 2400 block of Rownd Street. The subjects were two intoxicated juveniles. Subjects were turned over to parents.
- Officers were called to assist a subject who overdosed on pills at a residence on East 21st Street.
- Officers were called to a residence on West 7th Street for a Disorderly. Both subjects were separated for the night.
- Officers made a Traffic Stop. The driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on West Ridgeway Avenue for a subject attempting to hurt himself. When Officers arrived, the subject refused to drop the knife. The subject did eventually drop the knife and went with ambulance.
- Officers were called to The Pump Haus Pub and Grill for a subject passed out. The subject was arrested for Intoxication.
- Officers were doing Bar Checks at Little Bigs when staff made a compliant about an extremely Intoxicated Subject. That subject was arrested for Intoxication.

- Officers were called to a residence on College Street for a Burglary to the residence. Officer B was called out and a report was initiated.
- Officers while walking Little Bigs, identified a 17-year old female who was consuming alcohol. She was brought to the Police Department and charged with Minor in Possession as a juvenile.
- Officer was flagged over at Deringer's Public Parlor. A female was arrested and charged with Assault and Intoxication.
- Officer while Patrolling, noticed a Suspicious Subject behind a bush at 21st and Olive Streets. The subject was only 19-years old and had an open container of alcohol. The subject was arrested for Intoxication and charged with Minor in Possession and Open Container.
- Officers were called to Cottage Row for a car alarm that was going off.
- Officers were called to the Clarion Inn for a subject who overdosed.
- The crowd on the Hill had extremely large crowds. Officers were called to Hidden Valley Apartments for a possible Disorderly. There were several Officers on foot and as they were heading toward Hidden Valley Apartments they heard a gunshot. When Officers arrived at Hidden Valley Apartments, more than 20 subjects were Fighting in the parking lot. Several people reported to Officers that the subjects in the fight have guns. The subjects all took-off running as Officers arrived. Officers did locate a spent round and a full round in the parking lot. There were thirteen Officers, including Officers working Extra Duty, trying to locate the subjects involved. A bullet hole was later discovered in the wall of an apartment at Hidden Valley Apartments. The residents were home at the time. The round passed through several walls and was later located in the apartment.
- Officers worked a Fight at 22nd and College Streets. It took several minutes to clear the area and disperse the crowd. One subject was arrested for Failure to Disperse and Harassment of a Public Official.
- A Supervisor was advised by the Community Service Officer Stevenson that four male subjects came into the Police Department who were friends of the subject arrested. They asked her several questions then became upset. One of the subjects pretended to have a gun and made a shooting motion toward her in a threatening manner. We are completing a report for this incident at the Police Department and will wait to see the video for follow-up.
- Officers took a report of a Runaway. The subject was later located by Officers. The subject was suicidal when located and had to be transported to the Hospital by ambulance.
- Officers were called to the 100 block of Main Street for an Assault.
- Officers while on foot on the Hill, arrested a subject at Insomnia Cookies for Intoxication.
- An Officer noticed a vehicle with its flashers on at Seerley Boulevard and Clay Street. The vehicle had a flat tire. The Officer changed the tire for the subject.
- Officers were called to a residence on Main Street for a Disorderly. The subjects were separated for the night.
- There were large crowds on College Hill on another night. Extra officers were scheduled to work during the weekends. There were several occasions where a group of subjects we have had problems with in the past arrived, observed all of the Officers and turned around and left. The Foot Patrol teams conducted seven Bar Checks and issued 15 citations for Minor In Possession of alcohol and Misuse of an ID to Acquire Alcohol. The number of Officers in the College Hill area had a large impact on curtailing violence.
- While on Foot Patrol, Officers noticed the odor of burnt Marijuana coming from a vehicle. Officers made contact with the occupants of the vehicle. One female was placed under arrest for Possession of Marijuana.
- Officers were dispatched to The Great Wall for a report of the owner smashing items and yelling at an employee. Officers made contact and determined no laws were broken and everything was verbal.
- While Officers were doing a Bar Check at The Social House an intoxicated subject made Officers aware of his presence. Officers removed the subject from the bar to speak with him. After a brief conversation he was placed under arrest for Public Intoxication.
- Officers observed a female damaging property at the Casey's General Store on Main Street. The suspect was arrested for Criminal Mischief and Public Intoxication.

- Officer dispatched to an Accident in the 1700 block of West 3rd Street. The driver struck a passenger motor vehicle. The driver was transported to Sartori Hospital by ambulance. An investigation into Operating While Intoxicated was started and blood was drawn from the driver.
- Officers called to the 2100 block of Green Creek Road for a report of two Suspicious Males walking through the neighborhood. They were gone prior to Officer's arrival.
- Officer observed a subject passed out at 3rd and Washington Streets. The subject was placed under arrest for Public Intoxication.
- Officers called to the 1100 block of Washington Street for a report of a subject trying to gain entry to the house. The Reporting Party advised he did not know the subject. Officers made contact with three subjects sitting on the porch. They were sober and were just at the wrong house. They were directed to the correct house a few blocks away.
- Officers found a subject passed out next to a vehicle at 21st and College Street. The subject was placed under arrest for Public Intoxication.
- Officers dispatched to a vehicle traveling Northbound on Hudson Road in the southbound lanes. The vehicle sideswiped a vehicle and left the scene. Officers checked the area and were unable to locate. A Hit and Run report was made.
- Officers were called to a Suspicious Male entering a truck that the Reporting Party knew he didn't belong in. Officers were given a description of the suspect and quickly located him. While Officers spoke with the suspect it was obvious he was intoxicated and did not even know where he was at. He was placed under arrest for Public Intoxication.
- Officers conducted follow-up to a Serious Assault that occurred on Friday night. The suspect in that case was arrested and charged with Assault and 1st Degree Burglary.
- Officers were called to the McDonald's on Main Street for an Accident in the lot. An investigation led to the driver being arrested for Operating While Intoxicated.
- Officers were called a residence on West Seerley Boulevard for Vandalism in progress. At the same time, Officers were called to the 2400 block of Olive Street for a possible Shots Fired. The Calls were related. Someone had thrown beer bottles against the house at the residence on West Seerley Boulevard, shattering the window. A report was made and items were seized as evidence.
- Officers were called to a residence on Leverage Road for a Disorderly. The Reporting Party reported that her son kicked her door in to her bedroom and would not leave her alone. He then took her truck. He was arrested by Officers for Criminal Mischief, Operation without Owner's Consent, and Driving While License Barred.
- Officers were called to a residence on Clay Street for a possible Assault. Neighbors reported that they believe a male is Assaulting a female at that address. When Officers arrived the male advised that it was only verbal and that the female left. Officers did check the residence and he was alone.
- Officers were called to 6th and Walnut Streets for a subject possibly breaking into cars. Officers checked the area for several minutes and did not locate anyone.
- Officers dispatched to a Disorderly where a father and son were in an altercation. The son ended up going to the hospital for a mental evaluation / suicidal thoughts.
- Officers called to a Disorderly where a subject showed up at the residence who refused to leave. Officers learned a subject left just prior to Officers arrival. Officers checked the area and were unable to locate. He did not return the rest of the night.
- Officers called to the extended stay for a report of Vandalism. A female took a hammer to a vehicle in the parking lot that did not belong to her. When the owner confronted her she went after him with the hammer. She was arrested and charged with Criminal Mischief, Going Armed with Intent and Burglary. She was transported to the Jail on those charges.
- Officers found a vehicle that had been Vandalized at a residence on West 20th Street. A report was started.
- Officers called to Walmart for a report of a Weapons Violation. This turned out to be unfounded and was another case of "SWATTING".
- Officers called to a Disorderly in the 2000 block of College Street. Report of subjects yelling and screaming. Officers were unable to locate the problem.
- Officer called to a Theft at Kwik Star on College Hill.
- Officers called to a subject passed out in the grass. Subject was arrested and charged with Public Intoxication.

- Officer observed a subject throwing up out the driver's door of his vehicle running at 22nd and Streets. After an investigation the driver was arrested for Operating While Intoxicated.
- Officers called to a Disorderly where some subjects were banging on the Reporting Party's door. Officers learned this was a love triangle where the ex-girlfriend was dog sitting and the new boyfriend became upset. Parties were separated for the night.
- Officers called to a subject being threatened over the internet. He requested Extra Attention.
- Officer observed a vehicle driving without headlights. After an investigation the driver was arrested and charged with Operating While Intoxicated.
- Officers observed a vehicle Driving Erratically around the Parkade. The vehicle was Stopped and after an investigation the driver was arrested for Operating While Intoxicated.
- Officers observed a subject he was familiar with. Officer knew the subject had an Outstanding Arrest Warrant. The subject was placed under arrest and transported to Jail for the Warrant.
- Officer observed a vehicle traveling with no light, run a red light and jump the curb. The vehicle was Stopped and after an investigation the driver was arrested for Operating While Intoxicated.
- Officer observed a vehicle with no registration plates. After an investigation the driver was arrested and charged with Operating While Intoxicated.
- Officer called to a Vandalism. Officer found a bedroom window had been busted out by someone throwing a beer bottle through it. Investigation continues.
- Officer observed a vehicle on the side of the road occupied. The vehicle had a flat tire. Officer helped the elderly driver change the tire.

#### **INVESTIGATIVE UNIT – Captain Michael E. Hayes**

- Captain Hayes met with a doctor reference how Cedar Falls Police Department handles emergency committals.
- Captain Hayes attended the Family Children's Council HR meeting.
- Forfeited money was taken to finance to be deposited.
- Investigators met with a suspect reference burglaries.
- Investigator arrested a male subject with two counts of 3rd Degree Burglary for a Construction Site Burglary in the Industrial Park and a Residential Burglary that occurred in the northern part of the City. He was also charged with two counts of Forgery. In the Residential Burglary he stole checks and cashed them.
- Captain Hayes attended the College Hill Neighborhood meeting.
- Captain Hayes attended the Family Children's Council Board meeting.
- Captain Hayes attended the Sexual Assault Response Team (SART) meeting.
- Captain Hayes attended the Iowa Law Enforcement Academy graduation in Des Moines, IA.
- Investigator Mercado was a Firearms Instructor for the two new Recruits.
- Investigator attended the Child Protection Center's monthly case review.
- Captain Hayes met with school administrators' reference upcoming school year.
- Captain Hayes attended the induction ceremony at Hawkeye Community College. This is where Officers from the area come in and talk to new students as to what to expect in the next few years on their journey to become Police Officers.
- Investigators began follow-up investigation on the Shots Fired Call that occurred on 08/24/19 at Hidden Valley Apartments.
- Captain Hayes, Captain Sitzmann and Officer Belz went through applications for Evidence Technician. There will be a total of eight interviews for the position.
- An Arrest Warrant was requested for two counts of Credit Card Fraud. The suspect is accused of using a stolen credit card at two local businesses. The card used had been stolen in another city.
- Investigator interviewed a witness for the County Attorney. The interview had to do with a First Degree Burglary that occurred in November of 2018.

#### **Case Information For Month:**

- Cases Assigned: 9
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 2
- Cases To County Attorney For Review: 0
- Cases Closed By Arrest/Warrant: 3

Cellbrite Extractions:

- On 08/02/19, examined one Android for Kidnapping investigation.
- On 08/23/19, examined one Android and one iPhone for an investigation by an outside agency.
- On 08/23/19, examined one Android for drugs / weapons investigation.

School Resource Officer:

- On 08/02/19, School Resource Officer Ferguson assisted in the cleaning of Bluff Street building.
- On 08/12/19 through 08/19/19, School Resource Officer Ferguson is attending School Resource Officer School.
- On 08/26/19, Officer Ferguson began his School Resource Officer duties at the schools today.
- On 08/28/19, School Resource Officer Ferguson took a Bike Larceny case at Holmes Junior High.
- On 08/29/19, School Resource Officer Ferguson was called to Peet Junior High reference an unruly student. The student was asked to leave for the day.

CSI Report:

- Officer Belz attended a multi-agency Crime Scene Training with the Waterloo Police Department and the Black Hawk County Sheriff's Office.
- During the month of August Officer Belz filled in doing duties for the Evidence Technician after her retirement.

CSI Calls Requested For Assistance:

- On 08/09/19 Officer Belz assisted Second Shift Officers with processing a Residential Burglary on West 27th Street.
- On 08/10/19 Officer Belz assisted Second Shift Officers with a Weapon Call and Search Warrant on Ridgeway Avenue.
- On 08/12/19 Officer Belz assisted Third Shift Officers with processing a Residential Burglary on West 1st Street.
- On 08/19/19 Officer Belz assisted Second Shift Officers with the execution of a Search Warrant on Waterloo Road.
- On 08/22/19 Officer Belz assisted Third Shift Officers with processing a Residential Burglary on College Street.
- On 08/24/19 Officer Belz assisted Third Shift Officers with processing a Shooting Scene on College Street.
- On 08/26/19 Officer Belz assisted Third Shift Officers with processing a Residential Burglary on Main Street.

Crime Lab:

- Two items of physical evidence were processed in the Crime Lab.
- Ten items of Marijuana evidence were tested in the Crime Lab.
- Fifteen items of evidence were taken to the State Crime Lab for processing.

Property Room

- Thirty-nine items of property were released to their owners.

Evidence / Property:

- Evidence entered: 144
- Found property entered: 26
- Property held for safekeeping: 5
- Evidence tested for outside agencies: 0
- CD's entered by officers: 117
- Attorney video copies: 81
- Attorney requests (not video): 7

**POLICE RESERVE UNIT – Lieutenant Brooke Heuer**

- Reserve Officers Kelley, Hines, Spray, and Aries were sworn in during the Cedar Falls City Council Meeting on August 19th.
- Reserve Officer Erickson completed his requirements for Certification through Iowa Law Enforcement Academy. He continues to Field Train on Second and Third Shifts.
- Reserve Officer Kelley continued to work on his Module Testing for his Certification.

- Reserve Officers Hines and Spray attended Module A Training at Hawkeye Community College August 24th and 25th. This is their first Module working toward their Certification as Reserve Officers in Iowa.
- The monthly training and meeting for Reserve Officers was held on August 13th at the Public Safety Building. Reserve Officers trained on Compressed Air Foam (CAF), Stop Sticks, and administrative items.
- Reserve Officers Cross and Griffin helped staff 'National Night Out' which was held on August 6th and well attended.
- Several newer Reserve Officers attended Firearms Training alongside our newly hired Public Safety Officers during the month of August. They are working toward their Weapons Certification.
- On August 24th , Officers Jaeger and Buck utilized the Gator to conduct trail patrols and volunteered their time to be witnesses for the attempt at breaking a Guinness World Record for a heel-to-toe 50m relay race. The students were successful at their attempt.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol and Train during the month of August. They assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas including College Hill and the Downtown area. They also assisted with transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of August, the Reserve Unit logged a total of 19 hours of on-duty time and 187.5 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	3
Bostwick, J	21.5
Buck, M	18
Burg, A	0
Cross, K	20
Erickson, N	22.5
Griffin, T	28
Hines, C	13
Jaeger, D	26.5
Kelley	14
Spray	21
<b>TOTAL</b>	<b>187.5</b>

**POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Abbott, Baltus, Bruggeman, Lenox, and Putney graduated from the Iowa Law Enforcement Academy. All have begun their Phase 1 Field Training.
- Officer Schmidt started classes at the Iowa Law Enforcement Academy Intermediate II Academy at Hawkeye Community College.
- Officers Getz & Hoeft started classes at the Iowa Law Enforcement Academy in Johnston, IA.
- Officer Ferguson attended a Basic School Resource Officer school in Stuart, IA.
- Lieutenant Haislet attended the FBI / LEEDA Executive Leadership Institute Training in Ames, IA.
- Officer Hoffa began Phase 3 of her Field Training Program on Second Shift.
- No Police In-Service Training was held in August.

**POLICE RECORDS – Lieutenant Marty Beckner**

- Transmission of all TRACS based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

**POLICE STATISTICS:**August 2019Total 2019**ITEM 6.**

Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	2
Forcible Rape	0	5
Forcible Sodomy	0	0
Forcible Fondling	1	12
Robbery	0	1
Assault	19	137
Arson	0	4
Extortion / Blackmail	0	0
Burglary / B&E	15	64
Theft	47	285
Theft / Motor Vehicle	3	12
Counterfeit / Forgery	0	26
Fraud	5	58
Embezzlement	0	0
Stolen Property	1	3
Vandalism	23	109
Drug Offenses	20	117
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	3	7
Group B Crimes		
Theft by Check	1	8
Disorderly Conduct	6	45
Operating While Intoxicated	11	93
Public Intoxicated / Liquor Violations	17	118
Non-Violent Family Offense	0	6
Liquor Law Violation	0	2
Peeping Tom	0	0
Runaway	4	10
Trespassing	4	18
Other Offenses	17	104
Group A Total:	137	843
Group B Total:	60	404
Total Reported Crimes:	197	1,247
Traffic Accidents		
Fatality	0	1
Personal Injury	1	32
Property Damage	9	318
Total Reported Accidents	10	351
Driving Offenses		
Driving While Barred	2	19
Driving While Suspended / Revoked	0	17
Eluding / Peace Officer	1	2
Total Driving Offenses	3	38
Alcohol/Tobacco Violations	1	60
Calls For Service	1,637	12,269
Total Arrests	94	617

**CEDAR FALLS FIRE RESCUE**

**AUGUST FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
  - Public Relations activity – Rotary event at the Public Safety Building.
- Station #1 (Green Shift):
  - One ride along observer.
  - Public Relations activity – funeral.
  - Fire Prevention activity – for future Safety City event.
- Station #1 (Red Shift):
  - Public Relations activities – Target Night Out, Veterans meeting in the Fire Truck bay at the Public Safety Building, South Main Street Block Party, St. John’s lemonade and car wash event, provided Fire Extinguisher Training at the University of Northern Iowa.
  - Provided one Station Tour.

**FIRE ALTERNATIVE STAFF:**

- Part-time and POC Firefighters contributed 39 hours of Shift Duty in August.

**FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- August Rental Inspections: 120 (Shift personnel assisted with all of the Inspections)
- August Re-Inspections: 15

**FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Fire Training In-Service consisted of High & Low Angle Rope Rescue Training.
- Walk-throughs were conducted by all three Shifts at the University of Northern Iowa’s Campbell Hall.
- Public Safety Officers completed their monthly checklist of 20 Knowledge and Performance Tasks.
- New Public Safety Officers continued their Fire Fighter 1 and Hazardous Materials Certification Testing.
- Public Safety Officers Getz & Hoeft were hired.

**FIRE RECORDS – Lieutenant Marty Beckner**

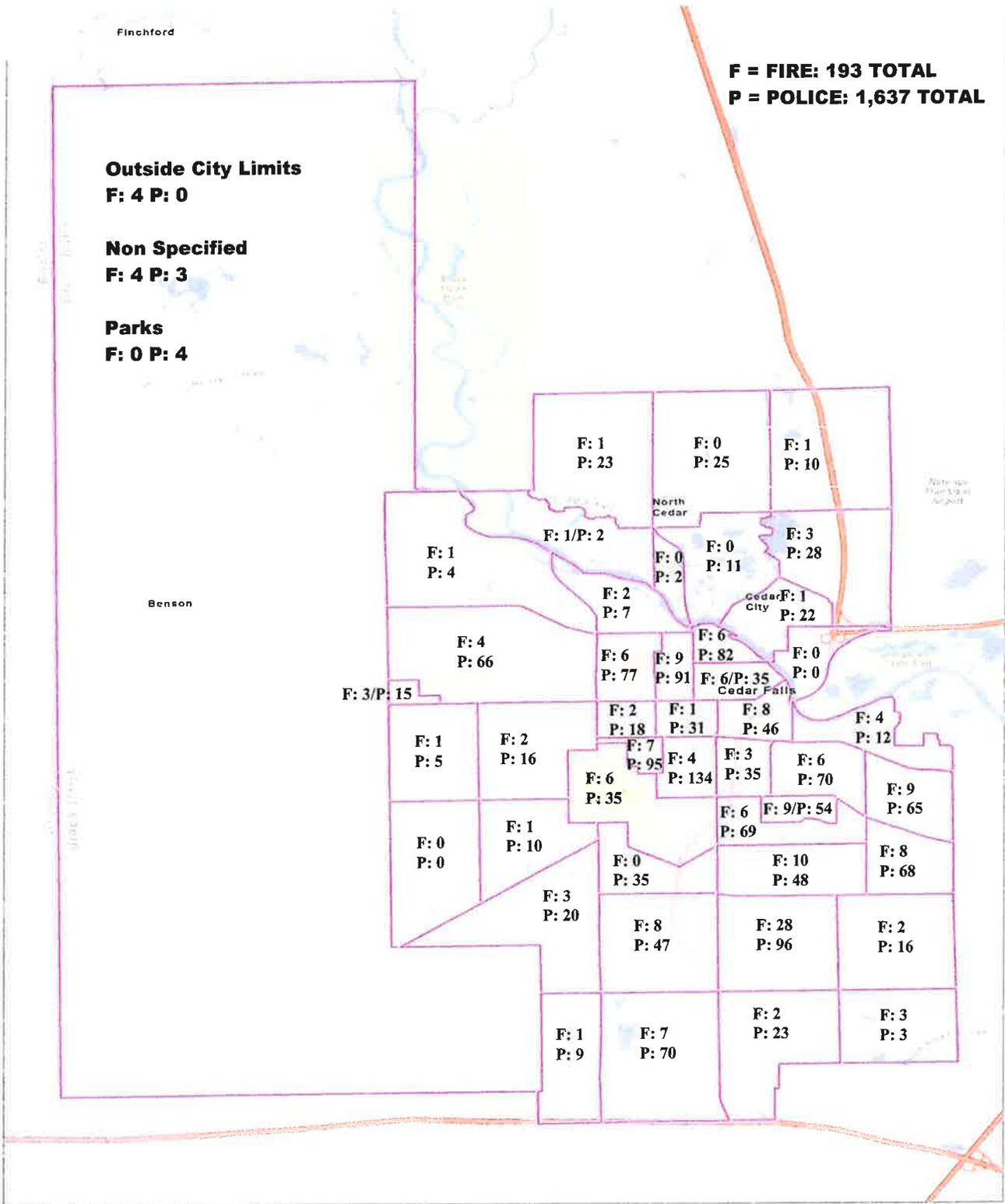
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

**FIRE RESCUE CALLS FOR SERVICE**

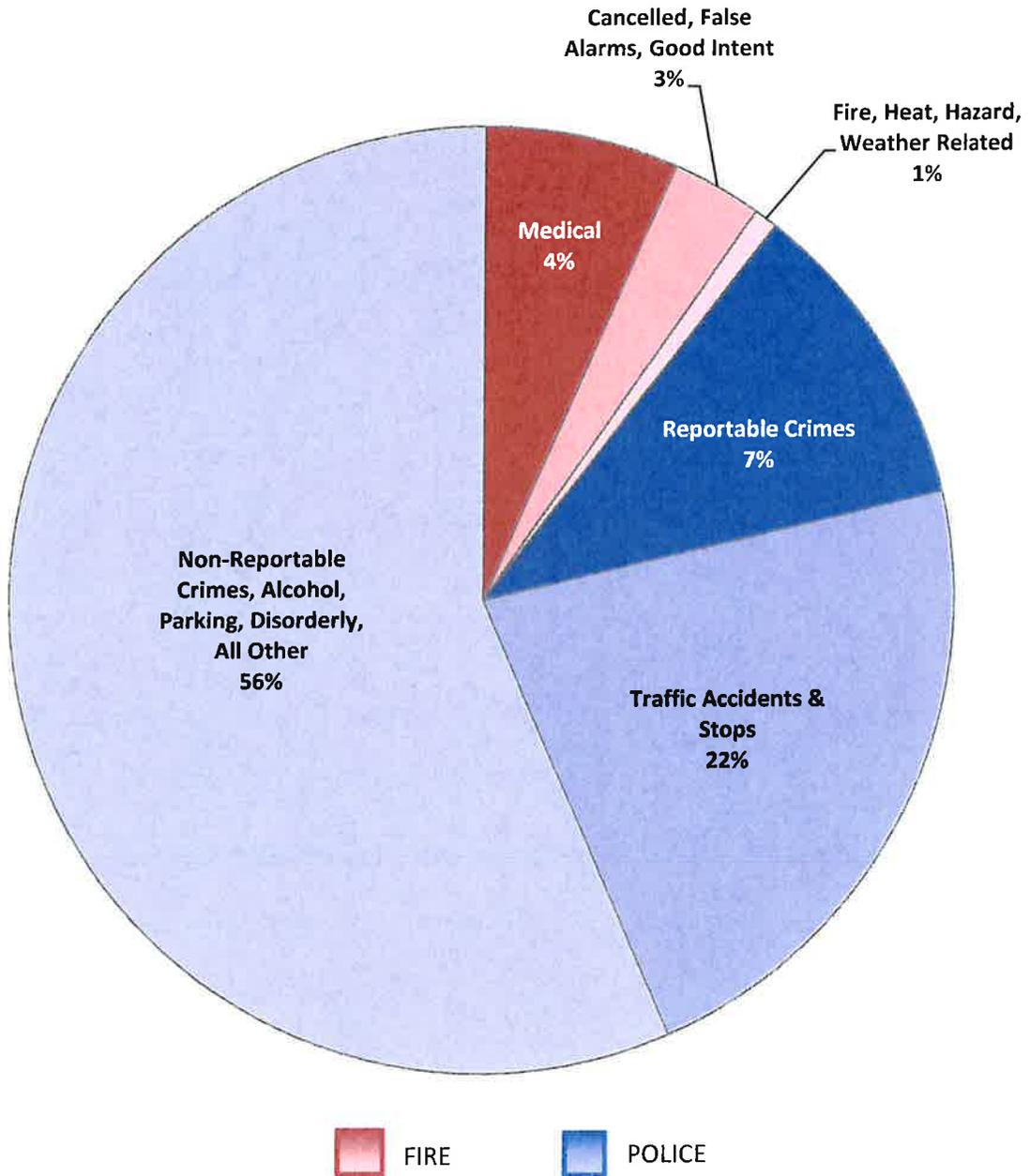
Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103	97	92	121				
Cancelled, False Alarms, Good Intent	48	114	51	59	48	61	51	57				
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16	13	15				
Totals	159	185	160	178	165	174	156	193				

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

# Cedar Falls Public Safety Grid Map



# Cedar Falls Public Safety Experience Survey (August)



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
CITY OF CEDAR FALLS  
4600 SOUTH MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** October 3, 2019  
**Re:** Beer/Liquor License Applications

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Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
- b) Blue Room, 201 Main Street, Class C liquor - renewal.
- c) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
- d) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
- e) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
- f) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- g) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
- h) Hampton Inn & Suites, 101 West 1<sup>st</sup> Street, Class C beer & Class B wine - new.



CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** October 3, 2019  
**SUBJECT:** Title VI Nondiscrimination Agreement with Iowa Department of Transportation (IDOT)

Staff has been working with the IDOT to update our Title VI Non-Discrimination Agreement and Standard Title VI/Non-Discrimination Assurances. These documents are necessary to be in compliance with any federal funds received through the IDOT for transportation projects. The IDOT was actually here for a site visit this past week and talked with staff in legal, finance, and engineering about our processes. As part of that site visit, they informed us that we need to update both of these documents and also assign a Title VI Coordinator and ADA Coordinator. To comply with the Title VI requirements, attached are the following documents:

- Resolution designating our coordinator position
- Title VI Non-Discrimination Agreement, including the City's non-discrimination policy statement
- Standard Title VI/Non-Discrimination Assurances

If you have any questions, please feel free to contact me.

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
(Name of Local Public Agency)

**Agency Information**

Name and title of administrative head:

Name: James P. Brown Title: Mayor

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-273-8600 Email: James.Brown@cedarfalls.com

Name and title of designated Title VI coordinator:

Name: Colleen Sole Title: Personnel Specialist

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-273-8600 Email: Colleen.Sole@cedarfalls.com

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, City of Cedar Falls, Iowa has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. For the purpose of this agreement, "federal assistance" shall include all of the following.

ITEM 8.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

ITEM 8.

The LPA adopts the following discrimination complaint procedures for complaints related to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
[dot.civilrights@iowadot.us](mailto:dot.civilrights@iowadot.us)

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. The mediation process will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

**ITEM 8.**

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**City of Cedar Falls, Iowa**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

James P. Brown, Mayor  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ (City of Cedar Falls, Iowa) \_\_\_\_\_, hereinafter referred to as the \_\_\_\_\_, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

ITEM 8.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Colleen Sole, Title VI Coordinator \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

James P. Brown, Mayor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

The \_\_\_\_\_ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, aaaaaaaaaaaaaaaaaa also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

\_\_\_\_\_ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_  
*(Signature of Authorized Official)*

DATED \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX B**

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the \_\_\_\_\_ will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the \_\_\_\_\_ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto \_\_\_\_\_ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the \_\_\_\_\_, its successors and assigns.

The \_\_\_\_\_, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the \_\_\_\_\_ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the \_\_\_\_\_ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by \_\_\_\_\_ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will there upon revert to and vest in and become the absolute property of \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Daniels, City Clerk  
**FROM:** Andrea Ludwig, Administrative Clerk  
**DATE:** September 24, 2019-updated  
**SUBJECT:** Property Assessments

Attached is paperwork regarding two (2) properties that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

James Walter Larsen  
2040 Waterloo Road  
Cedar Falls, IA 50613

\$450.97 May & July 2019  
3.92 2019 (fees)  
\$454.89 Total owed

Property address: 2040 Waterloo Rd., CF  
Parcel # 8913-18-158-014

Connie Smith  
929 Newman Avenue  
Cedar Falls, IA 50613

\$379.72 May & June 2019  
2.85 2019 (fees)  
\$382.57 Total owed

Property address: 929 Newman Ave., CF  
Parcel # 8913-18-154-001

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

JAMES WALTER LARSEN

---

TO THE ABOVE-NAMED PERSON(S): James Walter Larsen

PROPERTY DESCRIPTION: 2040 Waterloo Road, Cedar Falls, Iowa  
Black Hawk County Parcel #8913-18-158-014

LEGAL DESCRIPTION OF PROPERTY: Highview First Addition, Lot 21,  
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear overgrown vegetation on the property located at 2040 Waterloo Road pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 7, 2019**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. \_\_\_\_\_

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW / CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 2040 WATERLOO ROAD, CEDAR FALLS, IOWA, PARCEL ID 8913-18-158-014

WHEREAS, it was determined that the property located at 2040 Waterloo Road, being legally described as Highview First Addition, Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-158-014, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2040 Waterloo Road (Parcel ID 8913-18-158-014) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$454.89, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Highview First Addition, Lot 21, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8913-18-158-014

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

ITEM 9.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/19

TO: JAMES WALTER LARSEN  
2040 WATERLOO RD  
CEDAR FALLS, IA 50613

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
PMISC	6/10/19	MOWED LAWN ON 05/31/19 PER ORDINANCE 17-246	35475	7/10/19	261.11
		PROFESSIONAL LAWN CARE INV.#15250			\$213.75
		CODE ENFORCEMENT			\$47.36
INMSC	7/30/19	MOWED LAWN ON 07/23/19 PER ORDINANCE 17-246	35809	8/29/19	189.86
		PROFESSIONAL LAWN CARE INV.#15344			\$142.50
		CODE ENFORCEMENT			\$47.36
GFFIN	7/31/19	FINANCE CHARGE-GEN FUND		8/30/19	3.92

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
193.78	261.11		

DUE DATE: 8/30/19

PAYMENT DUE: 454.89  
TOTAL DUE: \$454.89

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/19 DUE DATE: 8/30/19 NAME: LARSEN, JAMES WALTER  
CUSTOMER NO: 1274/216284 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$454.89

114



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

August 2, 2019

James Walter Larsen  
2040 Waterloo Road  
Cedar Falls, IA 50613

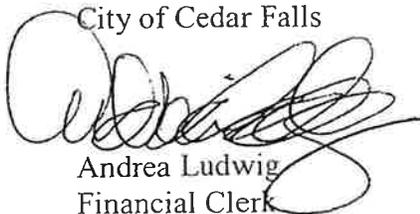
Dear James Walter Larsen,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 5/31/19 & 7/23/19 for \$450.97, as well as late fees of \$3.92 for a total amount due of \$454.89. **If no payment is received by August 16, 2019 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls  
  
Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

ITEM 9.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JAMES WALTER LARSEN  
2040 WATERLOO RD  
CEDAR FALLS, IA 50613

INVOICE NO: 35475  
DATE: 6/10/19

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON 05/31/19 PER ORDINANCE 17-246 PROFESSIONAL LAWN CARE INV.#15250 CODE ENFORCEMENT	261.11	261.11
			\$213.75
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$261.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/10/19 DUE DATE: 7/10/19  
CUSTOMER NO: 1274/216284

NAME: LARSEN, JAMES WALTER  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 35475  
TERMS: NET 30 DAYS

AMOUNT:

116  
\$261.11

INVOICE

ITEM 9.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JAMES WALTER LARSEN  
2040 WATERLOO RD  
CEDAR FALLS, IA 50613

INVOICE NO: 35809  
DATE: 7/30/19

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON 07/23/19 PER ORDINANCE 17-246 PROFESSIONAL LAWN CARE INV.#15344 CODE ENFORCEMENT	189.86	189.86
			\$142.50
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$189.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/30/19 DUE DATE: 8/29/19  
CUSTOMER NO: 1274/216284

NAME: LARSEN, JAMES WALTER  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 35809  
TERMS: NET 30 DAYS

AMOUNT: \$1 117



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**ITEM 9.**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
 220 Clay Street  
 Cedar Falls, IA 50613  
 Phone(319) 273-8606  
 Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
 GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 5/24/2019 Case # 19-0140-GRSS  
 PROPERTY RESIDENT: James Walter Larsen  
 PROPERTY ADDRESS: 2040 Waterloo Rd  
  
 Property Owner Name: James Walter Larsen  
 Property Owner Address: 2040 Waterloo Rd  
 Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

**HIGHVIEW FIRST ADDITION LOT 21**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/31/2019, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Code Section	Nature of the Violation	Comply By
IACF 11-297(a)(19) Rental - Un-mowed Grass or Weeds	For un-mowed grass or weeds, in violation of section 20-262 of this code.	5/31/2019
Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property.	

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

"OUR CITIZENS ARE OUR BUSINESS"

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long, sweeping underline.

Officer Greg Rekward  
Code Enforcement Officer



ITEM 9.

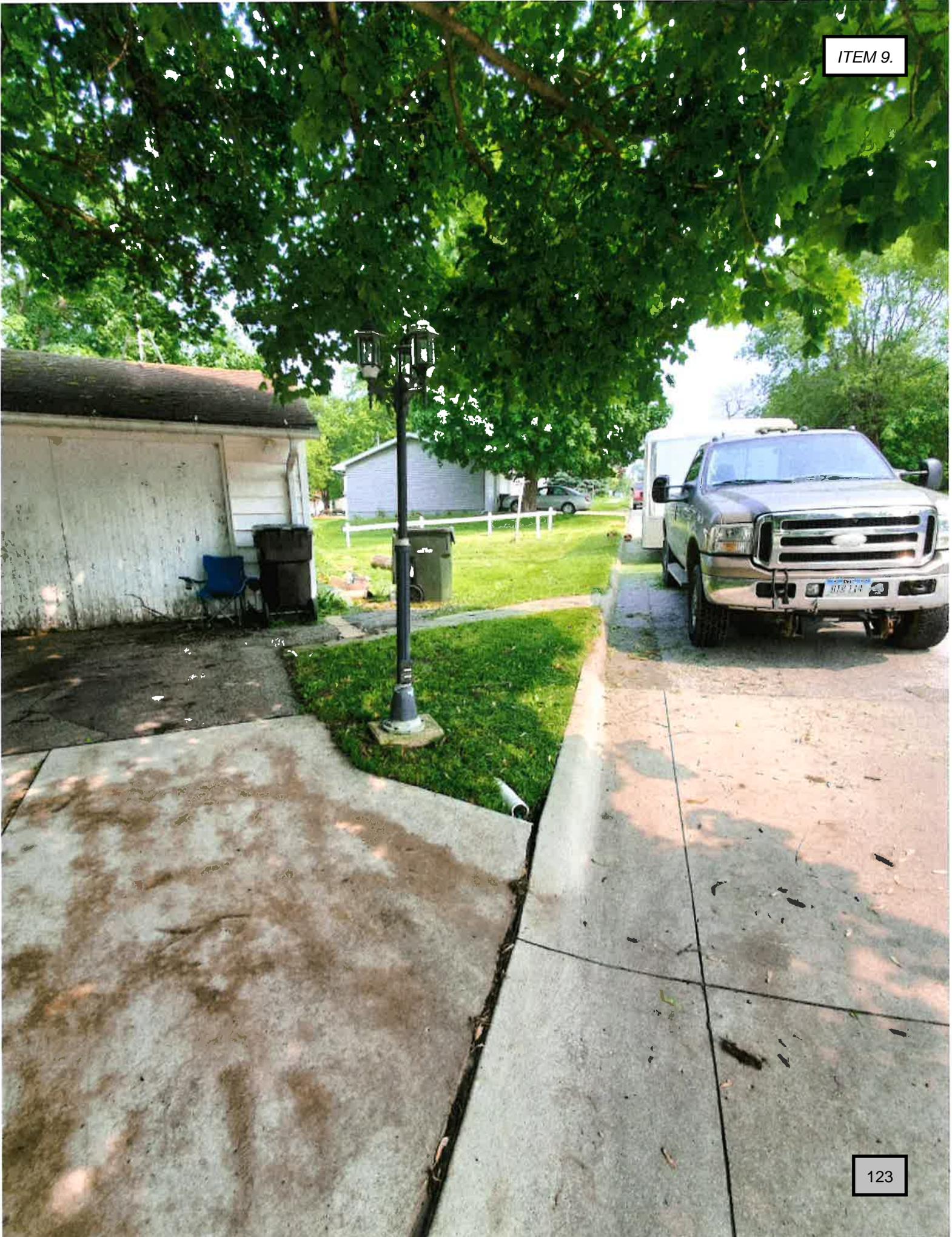


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ITEM 9.



ITEM 9.



ITEM 9.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**ITEM 9.**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
 220 Clay Street  
 Cedar Falls, IA 50613  
 Phone(319) 273-8606  
 Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
 GRASS AND WEED**

EFFECTIVE DATE OF THIS NOTICE: 07/01/2019

Case # 19-0151-GRSS

PROPERTY OWNERS: JAMES WALTER LARSEN

PROPERTY ADDRESS: JAMES WALTER LARSEN  
 2040 WATERLOO ROAD  
 CEDAR FALLS IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 07/10/2019 To confirm compliance with the Ordinance requirements.

**Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around foundation of property that need to be removed.**

**If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

**This is the only notice you will receive this season.**

**Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.**

Code Section	Nature of the Violation	Comply By
Sec. 17-246. - Noxious weeds prohibited	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following: (1) Those defined in Iowa Code § 317.1A. (2) Grass and weeds exceeding eight inches in height; (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices	07/18/2019

"OUR CITIZENS ARE OUR BUSINESS"

along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property.	

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 268-5186 if you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Officer Greg Rekwad  
Code Enforcement Officer



ITEM 9.





ITEM 9.



ITEM 9.



ITEM 9.



ITEM 9.





## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
 220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
 319-273-8600  
 FAX 319-268-5126

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Daniels, City Clerk  
**FROM:** Andrea Ludwig, Administrative Clerk  
**DATE:** September 24, 2019-updated  
**SUBJECT:** Property Assessments

Attached is paperwork regarding two (2) properties that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

James Walter Larsen  
 2040 Waterloo Road  
 Cedar Falls, IA 50613

\$450.97 May & July 2019  
3.92 2019 (fees)  
 \$454.89 Total owed

Property address: 2040 Waterloo Rd., CF  
 Parcel # 8913-18-158-014

Connie Smith  
 929 Newman Avenue  
 Cedar Falls, IA 50613

\$379.72 May & June 2019  
2.85 2019 (fees)  
 \$382.57 Total owed

Property address: 929 Newman Ave., CF  
 Parcel # 8913-18-154-001

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

CONNIE SMITH

---

TO THE ABOVE-NAMED PERSON(S):	Connie Smith
PROPERTY DESCRIPTION:	929 Newman Avenue, Cedar Falls, Iowa Black Hawk County Parcel #8913-18-154-001
LEGAL DESCRIPTION OF PROPERTY:	Pfeiffer Place W ½ Lot 133 W ½ Lot 134, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear overgrown vegetation on the property located at 929 Newman Avenue pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 7, 2019**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

## Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW / CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 929 NEWMAN AVENUE, CEDAR FALLS, IOWA, PARCEL ID 8913-18-154-001

WHEREAS, it was determined that the property located at 929 Newman Avenue, being legally described as Pfeiffer Place W ½ Lot 133 W ½ Lot 134, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-154-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 929 Newman Avenue (Parcel ID 8913-18-154-001) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$382.57, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Pfeiffer Place W ½ Lot 133 W ½ Lot 134, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8913-18-154-001

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

ITEM 10.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/19

TO: CONNIE SMITH  
929 NEWMAN AVENUE  
CEDAR FALLS, IA 50613

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
PMISC	6/10/19	MOWED LAWN ON 05/29/19 PER ORDINANCE 17-246	35483	7/10/19	189.86
		PROFESSIONAL LAWN CARE INV.#15170 CODE ENFORCEMENT			\$142.50 \$47.36
PMISC	7/05/19	MOWED LAWN ON 06/27/19 PER ORDINANCE 17-246	35668	8/05/19	189.86
		PROFESSIONAL LAWN CARE INV.#15336 CODE ENFORCEMENT			\$142.50 \$47.36
GFFIN	7/31/19	FINANCE CHARGE-GEN FUND		8/30/19	2.85

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
192.71	189.86		

DUE DATE: 8/30/19

PAYMENT DUE: 382.57  
TOTAL DUE: \$382.57

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/19 DUE DATE: 8/30/19  
CUSTOMER NO: 2846/216282

NAME: SMITH, CONNIE  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$382.57

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## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

August 2, 2019

Connie Smith  
929 Newman Avenue  
Cedar Falls, IA 50613

Dear Connie Smith,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 5/29/19 & 6/27/19 for \$379.72, as well as late fees of \$2.85 for a total amount due of \$382.57. **If no payment is received by August 16, 2019 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style with some loops and flourishes.

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

ITEM 10.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: CONNIE SMITH  
929 NEWMAN AVENUE  
CEDAR FALLS, IA 50613

INVOICE NO: 35668  
DATE: 7/05/19

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON 06/27/19 PER ORDINANCE 17-246	189.86	189.86
	PROFESSIONAL LAWN CARE INV.#15336		\$142.50
	CODE ENFORCEMENT		\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$189.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/05/19 DUE DATE: 8/05/19  
CUSTOMER NO: 2846/216282

NAME: SMITH, CONNIE  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 35668  
TERMS: NET 30 DAYS

AMOUNT:

\$1 139 \$

INVOICE

ITEM 10.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: CONNIE SMITH  
929 NEWMAN AVENUE  
CEDAR FALLS, IA 50613

INVOICE NO: 35483  
DATE: 6/10/19

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON 05/29/19 PER ORDINANCE 17-246 PROFESSIONAL LAWN CARE INV.#15170 CODE ENFORCEMENT	189.86	189.86
			\$142.50
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$189.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/10/19 DUE DATE: 7/10/19  
CUSTOMER NO: 2846/216282

NAME: SMITH, CONNIE  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 35483  
TERMS: NET 30 DAYS

AMOUNT:

140  
\$189.86



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

ITEM 10.

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
 220 Clay Street  
 Cedar Falls, IA 50613  
 Phone(319) 273-8606  
 Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
 GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 5/20/2019 Case # 19-0119-GRSS  
 PROPERTY RESIDENT: Connie M Smith  
 PROPERTY ADDRESS: 929 Newman Ave  
  
 Property Owner Name: Connie M Smith  
 Property Owner Address: 929 Newman AV  
 Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

**PFEIFFER PLACE W 1/2 LOT 133 W 1/2 LOT 134**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/27/2019, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Code Section	Nature of the Violation	Comply By
IACF 11-297(a)(19) Rental - Un-mowed Grass or Weeds	For un-mowed grass or weeds, in violation of section 20-262 of this code.	5/27/2019
Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property.	

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

"OUR CITIZENS ARE OUR BUSINESS"

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long, sweeping underline.

Officer Greg Rekward  
Code Enforcement Officer



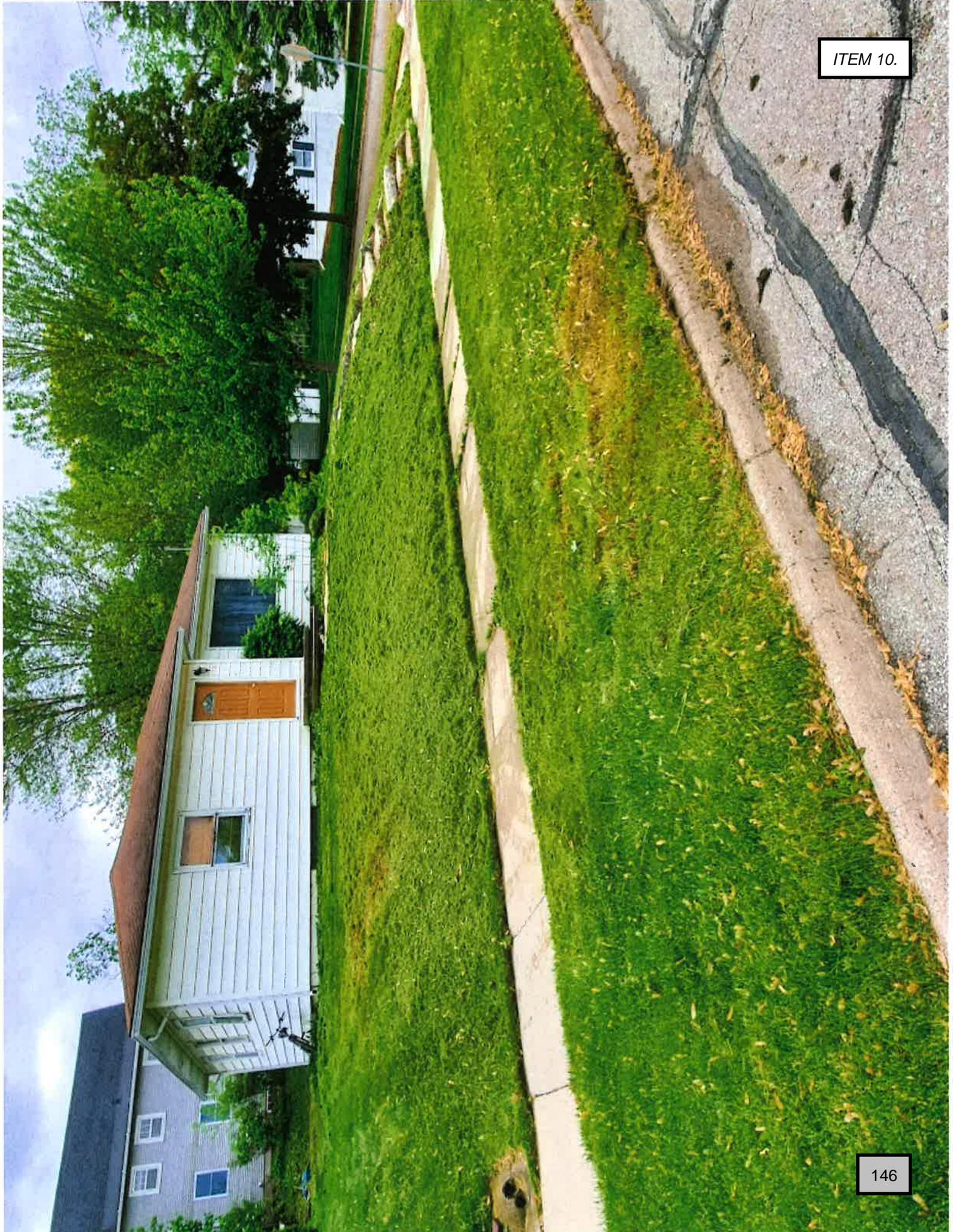
ITEM 10.



ITEM 10.



ITEM 10.



ITEM 10.





ITEM 10.



ITEM 10.



ITEM 10.



ITEM 10.





310 East 4th Street  
Cedar Falls, Iowa 50613

September 16, 2019

Phone: 319-277-0213  
[www.communitymainstreet.org](http://www.communitymainstreet.org)

Ms. Jennifer Rodenbeck  
Finance Manager/City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Re: Downtown Cedar Falls Self-Supported Municipal Improvement District

**2019 – 2020  
Board of Directors:**

- Amy Mohr
- Crystal Ford
- Lexie Heath
- Dan Lynch
- Ty Kimble
- Natalie Brown
- Matt Dunning
- Wynette Froehner
- Audrey Kittrell
- Jessica Marsh
- Clark Rickard
- Stephanie Sheetz
- Julie Shimek
- Mark Showalter
- Brad Strouse

Dear Ms. Rodenbeck:

The downtown SSMID was originally established in 1987 with the purpose to provide funding for Community Main Street, Inc. (CMS). Downtown property owners have opted to renew SSMID, as required by the State statute, every five years since inception with the intent to continue financial support of CMS.

Community Main Street has initiated the renewal process to continue the established SSMID. Pending this renewal, provisions of the SSMID district for the period of July 1, 2017 and ending June 30, 2022, Cedar Falls Community Main Street is responsible to determine the SSMID millage rate each year. CMS would propose that the SSMID collected for the 2020/2021 fiscal year at the rate of \$3.89 per \$1000 of assessed property value for commercial properties within the district. This rate provides funding equal to the previous SSMID period.

Please feel free to contact me at 277-0213 if you have any questions. Thank you.

Sincerely,

Carol Lilly, Director  
Community Main Street, Inc.





CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**INTEROFFICE MEMORANDUM**  
Information Systems Division

**TO:** Mayor Jim Brown and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** October 1, 2019  
**SUBJECT:** Backup and Recovery System Upgrade

Our current backup and recovery system is four years old and is no longer able to fulfill our data retention requirements. The addition of the cameras on College Hill and the growth of our data as an organization have forced us to make the difficult decision to not back up certain data because we have no room to hold the backup in our current system. Even with that we are still running at a 90% threshold of our storage. We discussed our situation with a Dell EMC Rep and he suggested with our system being the age it is and nearing the end of an existing maintenance agreement, the best solution would be to invest in a newer system that would allow more flexibility for growth.

Originally we had budgeted to upgrade the system in Fiscal Year 2023, but the cost of renewing our maintenance and buying additional storage for our existing system over a three year time frame would be approximately \$30,000 more. Therefore, we believe the best decision is to move forward with the upgrade and use Data Processing Cash Reserves to fund this purchase.

Dell EMC gave us a quote and we worked with IP Pathways for a quote. We have included a summary of these bids below:

Vendor	Cost	Notes
IP Pathways	\$116,277.89	Includes 3 year of support
Dell EMC	\$122,156.09	Includes 3 year of support, quote had TBD for data migration, buyback program has expired.

Based on the solutions provided by both vendors we recommend the IP Pathways, it is a slightly lower bid.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To: Mayor and Council**  
**From:** Jeff Olson, Public Safety Director/Chief of Police  
**Date:** October 1, 2019  
**Re: Cameras for Downtown**

---

We have received cost estimates for the installation of cameras in the Downtown area. These estimates include costs of the cameras from Inteconnex, additional hardware from the City's IT department and costs from Cedar Falls Utilities to wire those cameras and to add lighting in some of the areas.

We had solicited pricing from four companies for the College Hill cameras and selected Inteconnex. We have selected Inteconnex for the Downtown project as they have the software system set up at the Public Safety Building, the College Hill cameras and we will have the same camera system for ease of operation and maintenance.

We did require an insurance certificate from Inteconnex for the College Hill project and will require the same insurance requirements for Downtown.

The system is considerably higher quality than our current Downtown cameras. The cameras also have a tracking feature in which we can track movements and locations of individuals and vehicles.

We do have a cost estimate from Inteconnex of \$60,162.38. It is difficult to tell what the exact costs will be from CFU concerning the fiber lines and lighting as the Downtown streetscape project will affect some of the installation and lighting requirements. The Inteconnex estimate of \$60,162.38 will most likely change as we examine the Downtown needs more closely. We are asking for total funding not to exceed \$290,000 so that we may begin the project. The cost of the College Hill Project was \$244,866.82

I am asking for approval to move ahead with this project at a cost not to exceed \$290,000.


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**RECREATION CENTER**  
 110 E 13<sup>TH</sup> STREET  
 CEDAR FALLS, IOWA 50613  
 PH: 319-273-8636  
 FAX: 319-273-8656

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Jim Brown and City Council  
**FROM:** Bruce Verink, Recreation Division Manager *[Signature]*  
**DATE:** September 13, 2019  
**SUBJECT:** Cooperative Agreement – Use of Cedar Falls School Pools

Attached is an updated agreement between the Cedar Falls Schools and City of Cedar Falls for the cooperative use of the indoor pool facilities that are located at Peet and Holmes Junior High Schools. The City and the schools have long cooperated to allow the recreation center to program and public to access the pools to maximize use and eliminate duplication of services and facilities.

Changes in the agreement were very minimal. The most recent Iowa Code section was noted and the dates that the agreement will cover was updated. Please note it was back dated to July 1, 2018 as the previous agreement had lapsed with staff from neither the City nor the Schools being aware.

The mutual use of the Swimming Pools located at Peet and Holmes Junior High has been an excellent cooperative arrangement. The Department of Municipal Operations and Programs recommends that the attached agreement be approved by City Council to continue our partnership with Cedar Falls Schools. The Cedar Falls School Board has already reviewed and approved the agreement.

Let me know if you have any questions or comments.

## COOPERATIVE AGREEMENT FOR USE OF SWIMMING POOLS

This agreement made at Cedar Falls, Iowa the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Cedar Falls, Black Hawk County, Iowa. (hereinafter referred to and called the City) and the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, (hereinafter referred to and called the School District) to-wit:

WHEREAS, Section 297.22(2)(a) of the 2019 Code of Iowa provides the board of directors of a school district may sell, lease, exchange, give, or grant and accept any interest in real property to, with or from a county, municipal corporation, school district, township, or area education agency if the real property is within the jurisdiction of both the grantor and the grantee.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual promises hereinafter set forth as follows:

The School District agrees to furnish and let unto the City the school premises commonly known as the swimming pools, which are attached to Peet Junior High located at 525 East Seerley Boulevard and to Holmes Junior High located at 505 Holmes Drive, Cedar Falls, Iowa.

The term of this agreement shall be from July 1, 2018 to June 30, 2020.

COVENANTS OF THE CITY

1. The City does hereby covenant and agree with the School District that it will:
  - a. Not use or occupy said premises for any unlawful purpose;
  - b. Permit the School District to enter upon said premises at all reasonable times to examine the conditions of the same;
  - c. Leave the premises in as good a condition as received or in which they may be put by the School District, excepting reasonable wear and tear and damage arising from the negligence or fault of the School District, or its agents or employees, or from any of the causes set forth in paragraph 3-A;
  - d. Be responsible for general cleaning on the weekends when the City is using the pool(s);
  - e. Furnish the School District an Insurance certificate which will be acceptable to the School District's Insurance carrier;
  - f. Pay their shared cost of the annual operating costs during the fiscal year July 1 to June 30;
  - g. Payment shall be made in two installments at six-month intervals;
  - h. Pay the School District 45% of the annual operating costs of the pools. Payment will be based on determined actual costs that accrue between June 1 and May 31;
  - i. Schedule all non-school sponsored use of the pools. Exception: Use of the pools by the University of Northern Iowa and any other school will be scheduled through the School District. State Athletic Association meets will be considered School co-sponsored and scheduled by the School District;
  - j. Pay the School for custodial cleaning time needed beyond the normally scheduled work day. The City will be billed at the lead person's overtime rate. This expense is in addition to paragraph 1-G costs and will be billed according to actual overtime labor expense; and
  - k. Enforce all applicable Board of Education rules and policies.

COVENANTS OF THE SCHOOL DISTRICT

2. And the School District on its part covenants and agrees with the City that it will:
  - a. Indemnify and save the City harmless and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, and any tortuous or negligent act on the part of the School District, its agents, or employees. The School District will furnish the City a certificate of insurance covering these requirements;
  - b. Perform all maintenance and custodial work except as noted in paragraph 1-

- d;
- c. Permit the Recreation and Community Programs Department to use the swimming pools by signing agreements entitled "Permit to Use School Buildings and Grounds for Non-School Activities"; and
- d. Use the following schedule as guidelines in setting up agreements as listed in paragraph 2-c: The School District reserves the right to refuse to sign agreements which would conflict with school-sponsored activities and the exceptions listed in paragraph 1-h;
  - i. Holmes pool-Before 6:30a.m.and after 6:30p.m.during the school year;
  - ii. Peet pool-Before 6:30 a.m. and after 6:30 p.m. during the school year;
  - iii. Saturdays and Sundays except when needed by the School;
  - iv. During the summer except for Holmes pool which the School would need from Monday of the first full week in August until school starts. The School would need the pool from 6:00 a.m.to 8:30 a.m. and from 3:30 p.m.to 6:00p.m.;
  - v. During Christmas vacation except for three hours daily; and
  - vi. Times to be adjusted as required by mutual agreement between both parties.

#### MUTUAL COVENANTS

- 3. It is mutually agreed by and between the City and the School District that:
  - a. In the event the premises are substantially destroyed by fire or other casualty, this lease shall terminate. In such cases, the City would pay a prorated share of the expenses described in paragraph 1-f; and
  - b. The Superintendent and the Mayor or their representative shall jointly administer this agreement.

#### TERMINATION

- 4. This agreement may be terminated immediately by the non-breaching party in the event of breach of this agreement, provided that the breaching party is given a minimum of 30 days to cure the breach. This agreement may also be terminated upon 90 days advance notice by either party. In the event of termination other than for the School District's breach, the City shall pay a prorated share of the expenses described in paragraph 1-g

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year above written.

For the City:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

For the School District:

*Joyce E. Coil*  
\_\_\_\_\_  
President

*Neville Grossman*  
\_\_\_\_\_  
Secretary



**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

OPERATIONS AND  
MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian M. Heath, Oper./Maint. Division Manager *BMH*  
**DATE:** September 24, 2019  
**SUBJECT:** Bio Solids Transport Truck Purchase

Quotations were solicited for the purchase of a bio solids transport unit that is utilized in the Water Reclamation Division for field application. This equipment is being replaced in accordance with the Vehicle Replacement Program and will be funded from Sewer Rental Funds.

The following is a summation of the quotations received:

Cooley Sanitation	\$92,000.00
National Truck Center	\$105,000.00
Engine and Accessory Inc.	\$149,900.00
Imperial Industries Inc.	\$221,900.00

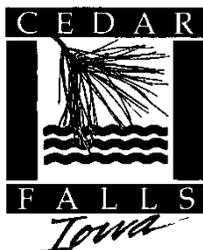
Comparable quotes were solicited for both used and new equipment. The equipment quote from Cooley Sanitation did meet the City's requirements and was the lowest quote received. This equipment is budgeted for FY20 in the amount of \$100,000.00.

Therefore, it is the recommendation of Public Works Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment from Cooley Sanitation.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works

Mike Nyman, Water Reclamation Division Manager



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division*  
*Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division*  
*Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division*  
*Phone: 319-273-8633 Fax: 319-268-5566*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** October 1, 2019  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project  
 Project # RC-000-3118  
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached is the Claim for Relocation Reimbursement for Parcel 2, 6, 7, 26, 27 and 74. Staff recommends that the City Council state their support in approving the Claim for Relocation Reimbursements.

xc: Stephanie Sheetz, Director  
 Chase Schrage, Director  
 David Sturch, Planner III

**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 2

**APPLICATION FOR REIMBURSEMENT (Check Applicable Items)**

- Moving Payment to Non-Profit Organizations  Moving Payment to Business  
 Moving Payment to Farm Operators  Advertising Signs  Personal Property

1. Name Godfather's attn.: Michael and Hope Timmerman Date Moved \_\_\_\_\_  
 Subj. Address \_\_\_\_\_  
 Street 1621 W. 1<sup>st</sup> Street  
 City Cedar Falls, State IA Zip \_\_\_\_\_  
 Owner Address \_\_\_\_\_  
 Street 3119 Winter Ridge Rd  
 City Cedar Falls State IA Zip 50613

3. MOVING EXPENSES (INCLUDING STORAGE)

Personal Property \$ 11,862.10  
 Commercial Moves (Supported by receipted bills) \$ \_\_\_\_\_  
 Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

TOTAL OF ACTUAL MOVING EXPENSES \$ 11,862.01

4. REESTABLISHMENT EXPENSES

REMAINING ELIGIBLE FUNDS \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

TOTAL OF ACTUAL REESTABLISHMENT EXPENSES \$ \_\_\_\_\_

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION

A. Receipted Bills \$ \_\_\_\_\_  
 B. Time Spent in Search \_\_\_\_\_ hours X \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION \$ \_\_\_\_\_

6. MOVING COSTS BASED ON AVERAGE EARNINGS

A. This payment is in lieu of item (3), (4) and (5) of this claim.  
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.  
 C. Supported by proof of average annual net earnings for the two previous years.  
 (Based on Net Business or Farm income tax figures for those years)

TOTAL IN LIEU OF ACTUAL MOVING EXPENSES \$ \_\_\_\_\_

7. PAYMENTS TO BE MADE TO: (if other than claimant)

NAME & ADDRESS AMOUNT  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Assignment(s) or other letters directing these payments shall be on file with:  
 Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.

TOTAL AMOUNT OF THIS CLAIM  Final Claim  Not Final Claim \$ 11,862.01

**CITY OF CEDAR FALLS USE ONLY**

RELOCATION SECTION APPROVALS 08/27/2019 Date  
 Brian DeFrez Relocation Advisor

Relocation Payment Auditor \_\_\_\_\_ Date \_\_\_\_\_

**CLAIMANT'S CERTIFICATION**

I certify that the above claim is correct, just and unpaid

Michael Timmerman 9/4/19 Date  
 Signed (Must be signed in ink) \_\_\_\_\_  
Hope Timmerman 9/4/19 Date

**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)—2C-07 Parcel 6

**APPLICATION FOR REIMBURSEMENT (Check Applicable Items)**

- Moving Payment to Non-Profit Organizations  Moving Payment to Business  
 Moving Payment to Farm Operators  Advertising Signs  Personal Property

1. Name JIM LOWN PROPERTIES, L.C.  
 Subj. Address \_\_\_\_\_  
 Street 11315 W. 1st Street  
 City Cedar Falls, State IA Zip \_\_\_\_\_  
 Owner Address \_\_\_\_\_  
 Street 103 Winding Ridge Rd  
 City Denver State IA Zip 50622

2. Date Moved \_\_\_\_\_  
 New Address \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. MOVING EXPENSES (INCLUDING STORAGE)  
 Personal Property ..... \$ 9,331.85  
 Commercial Moves (Supported by receipted bills) ..... \$ \_\_\_\_\_  
 Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 TOTAL OF ACTUAL MOVING EXPENSES ..... \$ 9,331.85

4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 TOTAL OF ACTUAL REESTABLISHMENT EXPENSES ..... \$ \_\_\_\_\_

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.  
 A. Receipted Bills ..... \$ \_\_\_\_\_  
 B. Time Spent in Search \_\_\_\_\_ hours X \$ \_\_\_\_\_ per hour ..... \$ \_\_\_\_\_  
 TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION ..... \$ \_\_\_\_\_

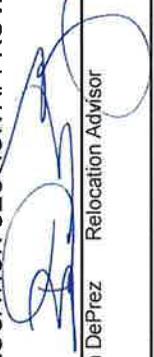
6. MOVING COSTS BASED ON AVERAGE EARNINGS  
 A. This payment is in lieu of item (3), (4) and (5) of this claim.  
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.  
 C. Supported by proof of average annual net earnings for the two previous years.  
 (Based on Net Business or Farm income tax figures for those years)  
 TOTAL IN LIEU OF ACTUAL MOVING EXPENSES ..... \$ \_\_\_\_\_

7. PAYMENTS TO BE MADE TO: (if other than claimant)  
 NAME & ADDRESS ..... AMOUNT  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Assignment(s) or other letters directing these payments shall be on file with:  
Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.  
 TOTAL AMOUNT OF THIS CLAIM .....  Final Claim  Not Final Claim ..... \$ 9,331.85

**CITY OF CEDAR FALLS USE ONLY  
RELOCATION SECTION APPROVALS**

 09/25/2019  
 Brian DePrez Relocation Advisor Date

Relocation Payment Auditor \_\_\_\_\_  
 Date \_\_\_\_\_

**CLAIMANT'S CERTIFICATION**

I certify that the above claim is correct, just and unpaid.

 9-25-19  
 Signed (Must be signed in ink) \_\_\_\_\_ Date

**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)—2C-07 Parcel 7

**APPLICATION FOR REIMBURSEMENT (Check Applicable Items)**

- Moving Payment to Non-Profit Organizations  Moving Payment to Business  
 Moving Payment to Farm Operators  Advertising Signs  Personal Property

1. Name Cedar Valley Pediatric Dentistry.  
 Subj. Address  
 Street 1301 W. 1<sup>st</sup> Street  
 City Cedar Falls, State IA Zip \_\_\_\_\_  
 Owner Address  
 Street \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Date Moved \_\_\_\_\_  
 New Address  
 Street \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. MOVING EXPENSES (INCLUDING STORAGE)  
 Personal Property..... \$ 2,545.50  
 Commercial Moves (Supported by receipts bills)..... \$ \_\_\_\_\_  
 Self-Moves (Supported by receipts bills or other acceptable evidence of expenses)..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_

TOTAL OF ACTUAL MOVING EXPENSES..... \$ 2,545.50

4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_

TOTAL OF ACTUAL REESTABLISHMENT EXPENSES..... \$ \_\_\_\_\_

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.  
 A. Received Bills \$ \_\_\_\_\_  
 B. Time Spent in Search \_\_\_\_\_ hours X \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_  
 TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION..... \$ \_\_\_\_\_

6. MOVING COSTS BASED ON AVERAGE EARNINGS  
 A. This payment is in lieu of item (3), (4) and (5) of this claim.  
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.  
 C. Supported by proof of average annual net earnings for the two previous years.  
 (Based on Net Business or Farm income tax figures for those years)  
 TOTAL IN LIEU OF ACTUAL MOVING EXPENSES..... \$ \_\_\_\_\_

7. PAYMENTS TO BE MADE TO: (if other than claimant)  
 NAME & ADDRESS  
 \_\_\_\_\_ AMOUNT  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

Assignment(s) or other letters directing these payments shall be on file with:  
 Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.  
 TOTAL AMOUNT OF THIS CLAIM.....  Final Claim  Not Final Claim \$ 2,545.50

**CITY OF CEDAR FALLS USE ONLY**  
 RELOCATION SECTION APPROVALS  
Brian DePrez 09/17/2019  
 Relocation Advisor Date

**CLAIMANT'S CERTIFICATION**  
 I certify that the above claim is correct, just and unpaid.  
DW 09/20/14  
 Signed (Must be signed in ink) Date

Relocation Payment Auditor \_\_\_\_\_ Date \_\_\_\_\_

**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 26

**APPLICATION FOR REIMBURSEMENT (Check Applicable Items)**

- Moving Payment to Non-Profit Organizations  Moving Payment to Business  
 Moving Payment to Farm Operators  Advertising Signs  Personal Property

1. Name SMN 43, LLC 2. Date Moved \_\_\_\_\_  
 Subj. Address \_\_\_\_\_ New Address \_\_\_\_\_  
 Street 815 W. 1<sup>st</sup> Street Street \_\_\_\_\_  
 City Cedar Falls, State IA Zip \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Owner Address \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. MOVING EXPENSES (INCLUDING STORAGE)  
 Personal Property ..... \$ 2,709.24  
 Commercial Moves (Supported by receipted bills) ..... \$ \_\_\_\_\_  
 Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
**TOTAL OF ACTUAL MOVING EXPENSES** ..... \$ 2,709.24

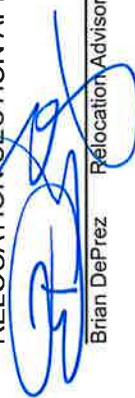
4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
**TOTAL OF ACTUAL REESTABLISHMENT EXPENSES** ..... \$ \_\_\_\_\_

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.  
 A. Received Bills ..... \$ \_\_\_\_\_  
 B. Time Spent in Search \_\_\_\_\_ hours X \$ \_\_\_\_\_ per hour ..... \$ \_\_\_\_\_  
**TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION** ..... \$ \_\_\_\_\_

6. MOVING COSTS BASED ON AVERAGE EARNINGS  
 A. This payment is in lieu of item (3), (4) and (5) of this claim.  
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.  
 C. Supported by proof of average annual net earnings for the two previous years.  
 (Based on Net Business or Farm income tax figures for those years)  
**TOTAL IN LIEU OF ACTUAL MOVING EXPENSES** ..... \$ \_\_\_\_\_

7. PAYMENTS TO BE MADE TO: (if other than claimant)  
 NAME & ADDRESS \_\_\_\_\_ AMOUNT \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 Assignment(s) or other letters directing these payments shall be on file with:  
 Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.  
**TOTAL AMOUNT OF THIS CLAIM** .....  Final Claim  Not Final Claim ..... \$ 2,709.24

**CITY OF CEDAR FALLS USE ONLY**  
 RELOCATION SECTION APPROVALS  
  
 Brian DePrez Relocation Advisor Date 8/12/2019  
 I certify that the above claim is correct, just and unpaid.  
  
 Signed (Must be signed in ink) Date 8-30-19

Relocation Payment Auditor \_\_\_\_\_ Date \_\_\_\_\_



**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)—2C-07 Parcel 74

**APPLICATION FOR REIMBURSEMENT (Check Applicable Items)**

- Moving Payment to Non-Profit Organizations  Moving Payment to Business  
 Moving Payment to Farm Operators  Advertising Signs  Personal Property

1. Name The Music Station 2. Date Moved \_\_\_\_\_  
 Subj. Address \_\_\_\_\_ New Address \_\_\_\_\_  
 Street 1420 W. 1<sup>st</sup> Street Street \_\_\_\_\_  
 City Cedar Falls State IA Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Owner Address \_\_\_\_\_  
 Street PO Box 420, 411 Main Street  
 City Janesville State IA Zip 50647

3. MOVING EXPENSES (INCLUDING STORAGE)  
 Personal Property..... \$ 19,362.73  
 Commercial Moves (Supported by receipted bills)..... \$ \_\_\_\_\_  
 Self-Moves (Supported by receipted bills or other acceptable evidence of expenses)..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 TOTAL OF ACTUAL MOVING EXPENSES..... \$ 19,362.73

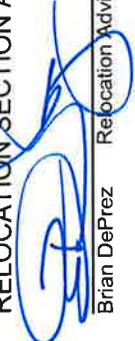
4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 TOTAL OF ACTUAL REESTABLISHMENT EXPENSES..... \$ \_\_\_\_\_

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION  
 A. Receipted Bills \$ \_\_\_\_\_  
 B. Time Spent in Search \_\_\_\_\_ hours X \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_  
 TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION..... \$ \_\_\_\_\_

6. MOVING COSTS BASED ON AVERAGE EARNINGS  
 A. This payment is in lieu of item (3), (4) and (5) of this claim.  
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.  
 C. Supported by proof of average annual net earnings for the two previous years.  
 (Based on Net Business or Farm income tax figures for those years)  
 TOTAL IN LIEU OF ACTUAL MOVING EXPENSES..... \$ \_\_\_\_\_

7. PAYMENTS TO BE MADE TO: (if other than claimant)  
 NAME & ADDRESS \_\_\_\_\_ AMOUNT \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 Assignment(s) or other letters directing these payments shall be on file with:  
 Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.  
 TOTAL AMOUNT OF THIS CLAIM.....  Final Claim  Not Final Claim \$ 19,362.73

**CITY OF CEDAR FALLS USE ONLY**  
 RELOCATION SECTION APPROVALS 8/12/2019  
 Relocation Advisor Date  
 Brian DePrez Relocation Advisor Date  
 \_\_\_\_\_ Relocation Payment Auditor Date  
**CLAIMANT'S CERTIFICATION**  
 I certify that the above claim is correct, just and unpaid.  
 9-10-2019  
 Signed (Must be signed in ink) Date



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Terra Ray, Engineer Tech II

**DATE:** October 2, 2019

**SUBJECT:** Parking Management System  
Contract Documents

As you may recall the City of Cedar Falls had a Downtown District and College Hill District parking study completed by our consultant WGI. The council approved the recommendations in the studies and City staff is now implementing the parking management technology. On July 15, 2019 the City sought responses to a Request for Proposal (RFP) from qualified vendors. The comprehensive integrated parking management system was able to be fulfilled by IPS Group Inc. Attached for your approval are the Form of Contract and Certificates of Insurance with IPS Group Inc., for the Parking Management System.

The City staff recommends approving and executing the contract with IPS Group Inc., for the Parking Management System. This comprehensive integrated parking management system consists of the following components: Pay by plate multi space meter (7 pay stations) hardware and system; mobile payment system; parking enforcement citation equipment; citation processing and collections management system; permit management system.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Jacque Daniels, City Clerk

**AGREEMENT TO PURCHASE PARKING METER  
EQUIPMENT AND RELATED SERVICES**

**This Agreement To Purchase Parking Meter Equipment And Related Services** (“Agreement”) is made effective October 7, 2019 (the “Effective Date”), by and between the City of Cedar Falls, IA, a municipal corporation (the “City”), and IPS GROUP, INC., a Pennsylvania corporation (“IPS” or “Contractor”), with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of Iowa with the power to carry on its business as it is now being conducted under the statutes of the State of Iowa.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of Iowa. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the “DMS”).
- C. City seeks to purchase a smart parking meters system for use by the City’s Parking Operations pursuant to the City’s RFP and IPS response to the City RFP.
- D. City and IPS desire to enter into this Agreement for IPS to deliver and install its parking meters and related equipment (the “Equipment”) in conjunction with the IPS Data Management System (DMS) (collectively, “IPS Equipment and Software”) to the Client upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Term of Agreement.**

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years (“Initial Term”).
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for additional one (1) year increments, for a period not to exceed five (5) years. City shall notify the Contractor of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

**2. IPS Services.**

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete the services (“Services”) Identified in Attachment A.

**3. City Services & Responsibilities.** The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and will coordinate the return process with IPS
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws
- 3.7. Use the Equipment in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.
- 3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

#### **4. Equipment Delivery and Installation.**

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours.
- 4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

#### **5. Compensation**

- 5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.
- 5.4. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

**Warranties.**

- 5.5. IPS shall provide a full 12-month warranty on all equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
- 5.6. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services.
- 5.7. The Contractor shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.
- 5.8. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF THE CONTRACTORS LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

**6. Intellectual Property and Confidential Information.**

- 6.1. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.
- 6.2. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.
- 6.3. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
- 6.4. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.
- 6.5. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software,

associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the Contractor and provided to the City (“Pre-Existing and Independently Developed IP”) will at all times remain the sole and exclusive property of the Contractor and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Contractor Pre-Existing and Independently Developed IP.

- 6.6. The Contractor understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by the Contractor for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of the Contractor, or as mandated by applicable law.
- 6.7. The provisions of this Section will survive expiration or termination of this Agreement.

## **7. Dispute Resolution.**

- 7.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

## **8. Termination of Agreement.**

- 8.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

**9. Insurance.**

- 9.1. IPS Group, Inc. [IPS] agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.
- 9.2. Commercial General Liability.
- 9.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 9.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
- 9.3. Automobile Liability, including bodily injury and property damage coverage.
- 9.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 9.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
- 9.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.
- 9.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.
- 9.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 9.7. Cancellation: IPS shall provide to contract holder 30 days notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 9.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

**10. Defense and Indemnification.**

- 10.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.
- 10.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) Contractor simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by Contractor such that, absent City's actions, no such claims would have been brought against Contractor and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of Contractor when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against Contractor.
- 10.3. In order for City to obtain the indemnification from Contractor specified herein, City must: (a) promptly notify Contractor in writing of the claims for which indemnification is sought; (b) provide Contractor with copies of all pleadings, writings and documents pertaining to such claim; (c) permit Contractor to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contractor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, Contractor will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 10.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 10.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN

THIS AGREEMENT.

**11. Liens and Taxes.**

11.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

**12. Notices.**

12.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:  
IPS Group, Inc.  
7737 Kenamar Court  
San Diego, CA 92121  
Attn: Chad Randall  
chad.randall@ipsgroupinc.com  
Tel: 858-4040-0607

City:  
City of Cedar Falls  
220 Clay Streett  
Cedar Falls, IA 50613  
Attn: Terra Ray  
Email: terra.ray@cedarfalls.com  
Tel: 319-243-2711

**13. Relationship of the Parties.**

13.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

**14. Assignment.**

14.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

14.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

**15. General Provisions.**

15.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this

Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

15.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

15.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

15.4. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

15.5. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Iowa, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

15.6. Venue and Jurisdiction. The City and IPS agree that the venue shall be in Black Hawk County Court, Waterloo.. Any litigation arising out of this Agreement may only be brought in this Court. The parties agree that venue exists in this court, and each party expressly waives any right to transfer to another venue. The parties further agree that this court will have personal jurisdiction over the parties to this Agreement.

15.7. Attorney's Fees. The parties agree that in any suit, action, or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues or ant controversy arises from this Agreement that no attorney's fees should be awarded.

15.8. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this

Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

- 15.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 15.10. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 15.11. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 15.12. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 15.13. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 15.14. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

ATTACHMENT A

## IPS MULTI-SPACE METERS

MS1™ MULTI-SPACE	PRICE PER UNIT
IPS MS1™ / MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Monochrome Display, Card and Coin, Solar powered, Includes 12-month warranty)	\$5,850.00
Shipping 7 units to Cedar Falls, IA	\$2,150.00
Installation (7 units to Cedar Falls, IA) – During normal business hours. Concrete work is not included)	\$2,500.00
Optional: Contactless Card Reader (NFC)	\$399.00
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,250.00
Optional: Additional Coin Box	\$195.00
Optional: Extended Parts Warranty (per 12 month period)	\$295.00

MULTI-SPACE METERS ONGOING COSTS	ON-STREET	OFF-STREET
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00 / \$55.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13 / \$0.06

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

## SPARE PARTS

MS1™ & UPGRADE KIT SPARE PARTS LIST	PRICE PER UNIT
Standard Card Reader Assembly	\$129.00
AC power upgrade kit	\$150.00
Coin Validator Assembly	\$75.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00
Additional 600 note stacker cartridge*	\$230.00
Solar Panel Replacement Kit	\$795.00
Main Operating Board (with standard LCD and modem)	\$995.00
LCD Display (with armored glass) Assy	\$295.00
LCD Color Display (with armored glass) Assy	\$795.00
Thermal Printer	\$795.00
4-key Horizontal Keypad	\$69.00
4-key Vertical Keypad	\$69.00
6-key Horizontal Keypad	\$75.00
Pay-by-Space Keypad Assembly	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$225.00
Coin Escrow	\$195.00
EMV chip card reader (no PIN)	\$399.00
E-lock	\$175.00
Contactless Payment Reader (NFC)	\$659.00
Battery 32Ah (rechargeable)	\$324.00
Additional Large Coin Canister	\$195.00
Additional Small Coin Canister	\$95.00
Standard Paper Rolls (standard) approx. 2000 3” tickets (.0045” thick)	\$25.00
Sticky Back Paper Rolls approx. 2400 2.75” tickets (.004” thick)	\$30.00

\* only available on an upgrade kit if the original pay-station has the note acceptor option.

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

## MOBILE PAYMENTS

### PARKSMARTER™ MOBILE PAYMENT SOLUTION

PRODUCT/SERVICE	PRICE PER UNIT
PARKSMARTER™ MOBILE PAYMENT DECALS FOR SSPM	\$1.50
PARKSMARTER™ MOBILE PAYMENT DECALS FOR MSM	TBQ
DECAL SHIPPING	AT COST
ON-SITE SETUP AND INSTALLATION	SEE BELOW
ADDITIONAL SIGNAGE OR SCOPE OF WORK TO BE QUOTED UPON REQUEST	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS can send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

CREDIT CARD TRANSACTION FEES

PER TRANSACTION FEES	FEES
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Merchant Processing Fees (per transaction)	\$0.06-\$0.08

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request.

IMPLEMENTATION WITH 3RD PARTIES

PRODUCT/SERVICE	PRICE PER UNIT
Implementation with 3 <sup>rd</sup> party for enforcement	TBD

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

### REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

PRODUCT/SERVICE	PRICE PER UNIT
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

## ENFORCEMENT/PERMITTING SYSTEMS

Our Mobile Enforcement Solution puts you in charge. Select a 1-piece or 2-piece design, Android or iOS operating system. IPS provides a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System (EMS) allowing timely access to citation information for your Agency and the public. IPS can also utilize existing agency Android and/or iOS devices or can supply new ones as provided below. Paper rolls subject to final volume, approval of artwork design and layout. Pricing does not include any applicable sales tax.

### HANDHELD ENFORCEMENT SOLUTIONS

MOBILE ENFORCEMENT 1-PIECE SOLUTION LEASE PACKAGE OPTIONS	GOLD	PLATINUM
1 piece N5 Mobile Enforcement Device with built in Printer	x	x
Mobile Enforcement Software	x	x
Remote Management Suite	x	x
Comprehensive Phone Support	x	x
General Maintenance	x	x
Data Plan	x	x
Installation and Training	x	x
Carrying Case, Spare Battery & Cradle	x	x
Warranty	12 months	36 months
Automatic Hardware Refresh (after three years)		x
<b>LEASE PRICING (per device/month)</b>	<b>\$205.00</b>	<b>\$235.00</b>

IPS can utilize existing agency Android and/or iOS devices or can supply new ones as provided below. City can provide equipment separately if desired. IPS also supports 1-piece and 2-piece devices or any combination thereof.

1 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
N5 Print Mobile Enforcement Device	\$2,950.00
N5 Charging Cradle	\$199.00
N5 Spare Battery	\$199.00
N5 Carrying Case	\$50.00
N5 3-Year Warranty (Optional)	\$750.00
2 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
Samsung Note 8 with ruggedized case, charger, and cradle	\$995.00
iOS iPhone 10 with ruggedized case and charger, and cradle	\$1,495.00
Zebra ZQ510 3in BT Printer (or equivalent)	\$895.00
Additional warranties or items to be priced as requested	To be quoted
HANDHELD ENFORCEMENT SUPPORT	

MOBILE ENFORCEMENT SOLUTION	UNITS	UNIT PRICE
Mobile Data Plan	Per unit/Per month	\$95.00
Handheld Support	Per unit/Per month	
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$11.95
Mobile Citation Paper (per roll) QTY 200	Per roll	\$7.95
Mobile Citation Paper (per roll) QTY 500	Per roll	\$5.95
Mobile Citation Paper (per roll) QTY 1000	Per roll	\$4.95
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

## ENFORCEMENT BACK OFFICE AND PROCESSING SERVICES

ENFORCEMENT MANAGEMENT SYSTEM	UNITS	UNIT PRICE
One Time Setup	Per unit	\$5,000.00
Annual System License for EMS	Per user	Included
Citation Issuing Fee	Per unit	\$1.00
Manual Citation Entry Fee	Per unit	\$1.00
RO Acquisition (local)*	Per unit	Included
RO Acquisition (out of state)	Per unit	\$0.75
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.95
Delinquent Notice Processing fee with tracking (Includes Postage)	Per unit	\$1.25
IVR Solution (Optional)	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
LockBox Setup (one-time fee)	Per unit	\$750.00
LockBox Operations	Per month	\$95.00
LockBox Mail-in Payments	Per unit	\$1.00
Online & IVR Secure Credit Card Payments - Gateway Fee <i>Note: Charged to the Public - assumes the use of the Client Merchant Account</i>	Per transaction	\$2.00 or 3% whichever is higher
Optional: Hosted Merchant Account– Interchange	Per transaction	\$2.00 or 3%

Plus Fees referenced <i>Note: Charged to the Public</i>		whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
1st Level Manual Adjudication Services (Online Appeals)	Per unit	\$1.00
2nd Level Adjudication Hearing Services	Per hour	To be quoted

\*Local DMV rates may be free, based on Agency relationship with DMV. Pricing can vary based on this relationship. IPS will only charge this fee if the local agency does not receive this service for free.

TICKET COLLECTION SERVICES

COLLECTIONS	UNITS	UNIT PRICE
Local DMV Collections (FTB processing)	% of amount collected	25% of amount collected
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

PUBLIC CUSTOMER SUPPORT AND CALL CENTER SERVICE

	MINUTES	BILLING PERIOD	COST
Phone, Email and Web Chat	100	Per Month	\$162.50
	130	Per Month	\$195.00
	230	Per Month	\$325.00
	300	Per Month	\$416.00
	375	Per Month	\$520.00
	580	Per Month	\$780.00
	1000	Per Month	\$1,300.00
	+1000	Per Month	TBD

PERMIT MANAGEMENT SYSTEM FEE SCHEDULE

PERMITS	UNITS	UNIT PRICE
One Time Setup	Per unit	\$5,000.00
Per Permit	Per unit	\$2.00
Permit Fulfillment (Verification)	Per unit	\$2.00
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public - assumes the use of the Client Merchant Account	Per transaction	\$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

ADDITIONAL SCOPE AND ALTERNATIVE PRICING MODELS

ITEM	UNITS	UNIT PRICE
Software Developer	Per hour	\$175.00

## MAINTENANCE SERVICES

### ON-SITE MAINTENANCE SERVICES

IPS can offer on-site technician services either part-time or on a full-time basis. The costs of the services are outlined below:

ITEM	UNITS	UNIT PRICE
Part-Time IPS Technician	Per hour	\$75.00 + travel/accommodation costs
Full-Time IPS Technician	Per month	TBQ based on the scope of services. Would be inclusive of technician and IPS vehicle.

### SAMPLE SCOPE OF SERVICES:

A complete inventory audit to confirm all associations of pole, terminal, RFID and Sensor numbers:

- Cleaning of card readers and keypads;
- Inspection of all meters to determine any need for repairs
- Help diagnose possible collection issues.
- On-site meter training for M5 meters for the client staff;
- Shop Organization – help organize the shop inventory of all items and prepare recommended list of spare parts;
- Preventative Maintenance – consisting of inspection of the meter interiors, greasing the validator connector/s, lubricating the locks, checking the communications, checking the LCD's, keypads, expiry indicator and diagnostically checking the RFID reader.

# IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use and service. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

## ADDITIONAL WARRANTY PROVISIONS:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.
- IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect.
- On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis.
- THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND

ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

- **Exclusions:** Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes consumable items such as paper, batteries, etc. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

**Preventative Maintenance:** The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

## ATTACHMENT B

Qty	Item #	Description	Unit Price	Line Total
<b><u>PAY STATIONS</u></b>				
7		MS1 (Pay-by-plate)	\$5,882.00	\$41,174.00
7		NFC Enabled	\$399.00	\$2,793.00
1		Additional Closed Coin Box	\$199.00	\$199.00
1		Installation Services	\$2,500.00	\$2,500.00
1		Shipping	\$2,150.00	\$2,150.00
			<b>Sub-Total:</b>	<b>\$48,816.00</b>
<b><u>RECOMMENDED SPARE PARTS</u></b>				
1		Pay-by-plate Alphanumeric Keypad Assembly (767-019)	\$262.00	\$262.00
1		1x6- Horizontal Keypad Complete Assembly (810-002)	\$75.00	\$75.00
1		MS1 Card Reader Assembly (767-032)	\$135.00	\$135.00
1		Multi-Space Tandem/Dual Pack Battery Backup (767-622-2P)	\$324.00	\$324.00
1		Thermal Printer (800-654)	\$795.00	\$795.00
1		Main Operating Board (with LCD and modem) (800-001)	\$995.00	\$995.00
12		Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$24.50	\$294.00
1		Added Shipping	\$100.00	\$100.00
			<b>Sub-Total:</b>	<b>\$2,980.00</b>
<b><u>PARK SMARTER</u></b>				
14		Stickers (Per Meter) with Spares	\$1.50	\$21.00
14		myparkingreceipts - Stickers	\$2.00	\$28.00
			<b>Sub-Total:</b>	<b>\$49.00</b>
<b><u>TRAVEL &amp; LIVING - INSTALLATION</u></b>				
1		Travel & Living: Day-1	\$900.00	\$900.00
1		Travel & Living - Additional days	\$300.00	\$300.00
			<b>Sub Total:</b>	<b>\$1,200.00</b>
<b><u>STANDARD ENFORCEMENT / PERMIT MANAGEMENT</u></b>				
1		Permit Management Setup (One-time)	\$12,000.00	\$12,600.00
			<b>Sub-Total:</b>	<b>\$12,600.00</b>
<b><u>*BUDGETED Recurring Meter Fees:</u></b>				
7		MSPM - Monthly Fees, Reports and Communication (per meter)	\$25.00	\$175.00
		Gateway Fee (Per Credit card Transaction for M5's and MS1's)	\$0.13	
			<b>Sub Total</b>	<b>\$65,645.00</b>

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY  
CEDAR FALLS, IA  
a municipal corporation

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

CONTRACTOR:  
IPS GROUP, INC.,  
a Pennsylvania corporation

By: \_\_\_\_\_

CHAD P. RANDALL  
Chief Operating Officer



# CERTIFICATE OF LIABILITY INSURANCE

3/19/2020

DATE (MM/DD) 7/26/2019

ITEM 17.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Fire Insurance Co of Hartford		20478
INSURER B : The Continental Insurance Company		35289
INSURER C : Indian Harbor Insurance Company		36940
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES IPSGR01 CERTIFICATE NUMBER: 16219978 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	4034952942	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6013847872	3/19/2019	3/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	4034952990	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5093308451 (CA) 5093308496 (AOS)	3/19/2019 3/19/2019	3/19/2020 3/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O / Network / Privacy / Media	N	N	MTP903200304 (E&O)	3/19/2019	3/19/2020	Each Occ. 10,000,000; Agg.: 10,000,000; Ded.: 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Parking Management System. The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

<b>16219978</b> City of Cedar Falls Attn: Engineering - Terra Ray 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### Iowa Governmental Immunities Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

City or Organization:

City of Cedar Falls, Iowa 220 Clay Street Cedar Falls, IA 50613

It is understood and agreed as follows:

**1. Non-Waiver of Government Immunity**

The Insurer expressly agrees and states that the purchase of this policy by the City or Organization specified in the Schedule above (hereafter referred to as "the City"), or the including of the City as an Additional Insured on this policy, does not waive any of the defenses of governmental immunity available to the City under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage**

Subject to paragraph 4. below, the Insurer expressly further agrees that this policy of insurance does not cover **claims** subject to the defense of governmental immunity under Code of Iowa 670.4 as it now exists and as it may be amended from time to time. **Claims** not subject to Code of Iowa 670.4 shall be subject to the terms and conditions of this insurance policy.

**3. Assertion of Governmental Immunity**

The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the Insurer's timely written request. Nothing contained in this endorsement shall prevent the Insurer from asserting the defense of governmental immunity on behalf of the City.

**4. Non-Denial of Coverage**

The Insurer shall not deny coverage otherwise available under this policy, nor deny any of the rights and benefits accruing to the City under this policy, for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defenses of governmental immunity asserted by the City.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

1420844



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
www.cedarfalls.com

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** October 2, 2019

**SUBJECT:** Fiber Optic License Agreement  
Aureon Network Services  
Cedar Falls High School

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend services to the Cedar Falls High School located at 1015 Division Street.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

Prepared by: Kevin Rogers, City Attorney, 220 Clay St., Cedar Falls, IA 50613, (319)273-8600

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S West Des Moines, Iowa 50266, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting near the intersection of 12<sup>th</sup> Street and Division Street, and then extending north along Division Street to 11<sup>th</sup> Street, then extending north for approximately eighty (80) feet along Division Street to 1015 Division Street in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 496 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an

application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of two-inch (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 17<sup>th</sup> day of September, 2019, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$1,050.00 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$105.00 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee

is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1<sup>st</sup> of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related

infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits

and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory

manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers,

storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or

- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party

has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
-----------------	---

If to Licensee:	Aureon Network Services Attn: Jeff Klocko 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
-----------------	--

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A,

Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By Jeff Klocho  
JEFF Klocho

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
James P. Brown

LICENSEE

ATTEST:

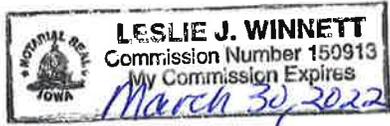
\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF Iowa )  
COUNTY OF Dallas )

This instrument was acknowledged before me on Sept. 13, 2019,  
by Jeff Klocho, the OSP Engineer of \_\_\_\_\_  
Aureon Network Services, Inc. dba Iowa Network Services, Inc.

*[Handwritten initials]*

Leslie J. Winnett  
Notary Public in and for said State



My Commission Expires:

March 30, 2022

STATE OF IOWA )

)

COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by James P. Brown, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the  
City of Cedar Falls, Iowa, an Iowa municipality.

\_\_\_\_\_  
Notary Public in and for said State

My Commission Expires:

\_\_\_\_\_

### Description of Route of Aureon (INS) System

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, twenty-four (24") inches below public storm sewers and public culverts, and forty-two (42") inch "plan depths" in grassed areas. The service being provided is a Long-Distance Telecommunication System to connect to Ethernet with service owned by Cedar Falls Community Schools. The route of the facility shall be as follows:

In general terms, within the south and north right-of-way of W 12<sup>th</sup> Street and west right-of-way of S. Division Street and more particularly as follows:

1. The facility shall begin at the Licensee's proposed hand-hole over an existing 2" HDPE conduit located in the south right-of- way of W. 12<sup>th</sup> Street at a point being twenty-eight (28') feet southerly of the centerline of W. 12<sup>th</sup> Street at the W. 12<sup>th</sup> St. Sta. 13+02 as shown on sheet "2 of 4", Project No. 1905225", Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence north sixty-one (61') to Sta. 13+02, 33' Lt. of the centerline of the W. 12<sup>th</sup> Street alignment @ 60" min. depth, below a line between the top of curbs and sidewalk and being Sta. 0+61, 31' Lt. of a S. Division Street north-south alignment at 20' east of the west back of curb as shown on sheet "2 of 4" of said Exhibit B. This north-south chosen base alignment is not at the centerline of the overall S. Division Street right of way.
3. Thence north twenty (20') feet to Sta. 1+25, 31' Lt., transitioning from a 60" min. depth to a 42" min. plan depth as shown on sheet "2 of 4" of said Exhibit B.
4. Thence north two hundred sixty-seven (267') feet to Sta. 2+95, 31' Lt. @ 42" min. plan depth as shown on sheet "2 of 4" of said Exhibit B.
5. Thence north seventy-three (73') feet to Sta. 3+68, 31' Lt. transitioning from 42" min. depth to a 60" min. plan depth as shown on sheets "2 of 4" of said Exhibit B.
6. Thence north forty (40') feet to Sta. 4+08, 31' Lt. @ 60" min. plan depth as shown on sheet "2 of 4" of said Exhibit B.
7. Thence north fifty-seven (57') feet to Sta. 4+65, 31' Lt. transitioning from 60" min. plan depth to 48" min. plan depth.
8. Thence north twenty-nine (29') feet to Sta. 4+94, 31' Lt. transitioning from 48" min. plan depth to 42" min. plan depth to a proposed hand-hole as shown on sheet "2 of 4" of said Exhibit B.
9. Thence west two (2') feet to the west right of way line of S. Division Street. The total facility horizontal length in City right-of-way is four hundred and ninetysix (496') feet and five hundred (500') when including estimated vertical and or curved alignment section lengths.

# EXHIBIT B

**NOTES**

1. CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF OPERATIONS AND PROGRAMS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
2. THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY SIDEWALK.
3. THE CONTRACTOR SHALL BORE UNDER ALL STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS.
4. CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
5. THE MINIMUM UNDERCROSSING CLEARANCE AT ALL STORM SEWERS AND STORM SEWER CULVERTS SHALL BE TWENTY-FOUR (24") INCHES. THE MINIMUM UNDERCROSSING CLEARANCE UNDER WATERWAYS SHALL BE THIRTY-SIX (36") INCHES.
6. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
7. THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
8. THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
9. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
10. IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
11. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND MATERIAL DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
12. WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
13. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
14. THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
  - a. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
  - b. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
  - c. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
15. FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
16. THE CONTACT FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION IS CHASE SCHRAGE AT 319-268-5170.

**UTILITY WARNING**

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

**PROPOSED:**

2" ORANGE CONDUIT = 500' (INCLUDES ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).  
HANDHOLES = 2

**APPROVAL TO CONSTRUCT**

No. 1905225

Dated 7/22/2019

**CITY OF CEDAR FALLS  
COMMUNITY DEVELOPMENT DEPT.  
ENGINEERING DIVISION**

By *Michael Brooner*

LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
BEGINNING @ PROPOSED HH SOUTH SIDE OF W 12TH ST UNDERCROSSING SIDEWALKS & W 12TH ST	13+02 28' RT W 12TH STREET	13+02 33' LT W 12TH STREET, STA 0+61 31' LT S DIVISION ST	61 L.F.
FROM NORTH SIDE OF W 12TH STREET & SIDEWALK NORTH TO BORE PIT	0+61 31' LT S DIVISION STREET	2+75 31' LT S DIVISION STREET	214 L.F.
FROM BORE PIT NORTH TO HH IN WEST ROW S DIVISION STREET	2+75 31' LT S DIVISION STREET	4+94 31' LT S DIVISION STREET	219 L.F.
FROM HH IN WEST ROW S DIVISION STREET TO WEST ROW	4+94 31' LT S DIVISION STREET	4+94 33' LT S DIVISION STREET	2 L.F.
PROPOSED PROJECT ALIGNMENT IN CITY RIGHT OF WAY, TOTAL L.F.			496 L.F.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Michael Brooner* 6-20-2019  
MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020  
PAGES OR SHEETS COVERED BY THIS SEAL:  
           SHEETS 1-4

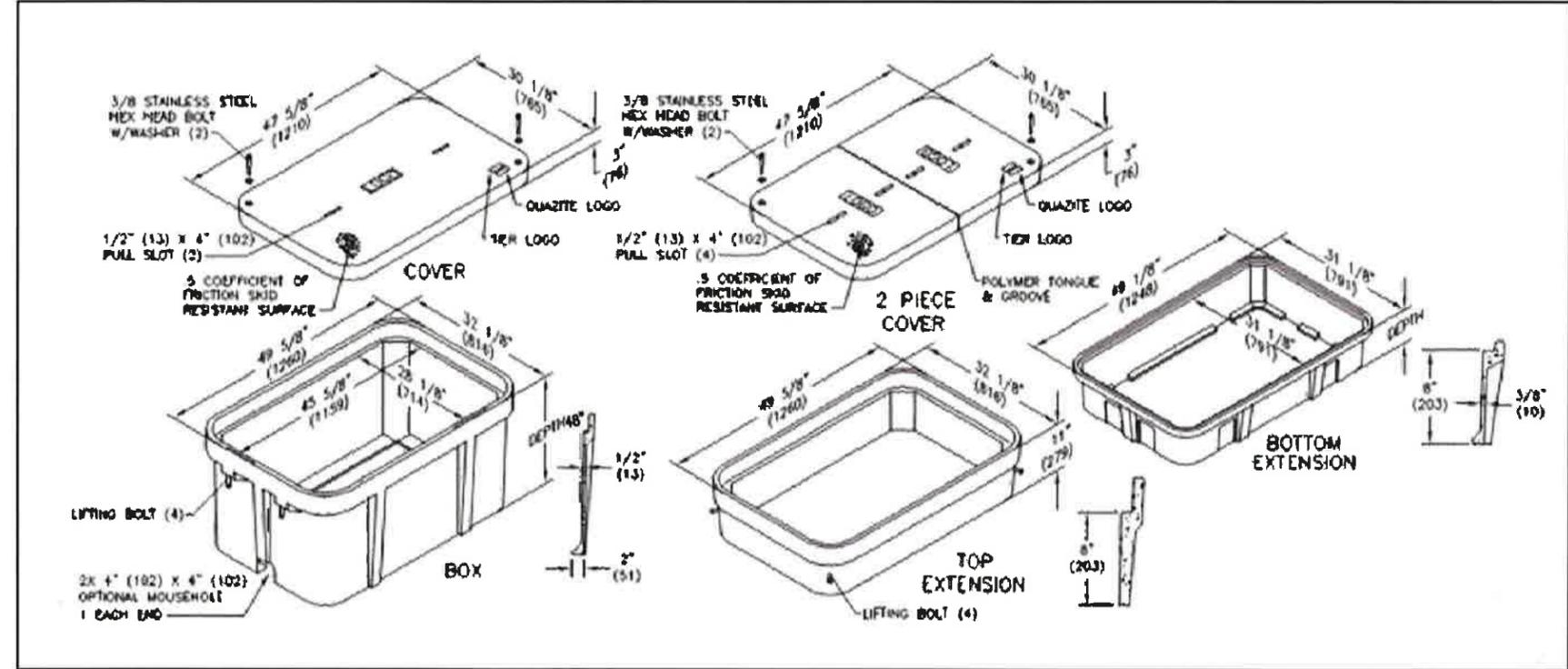
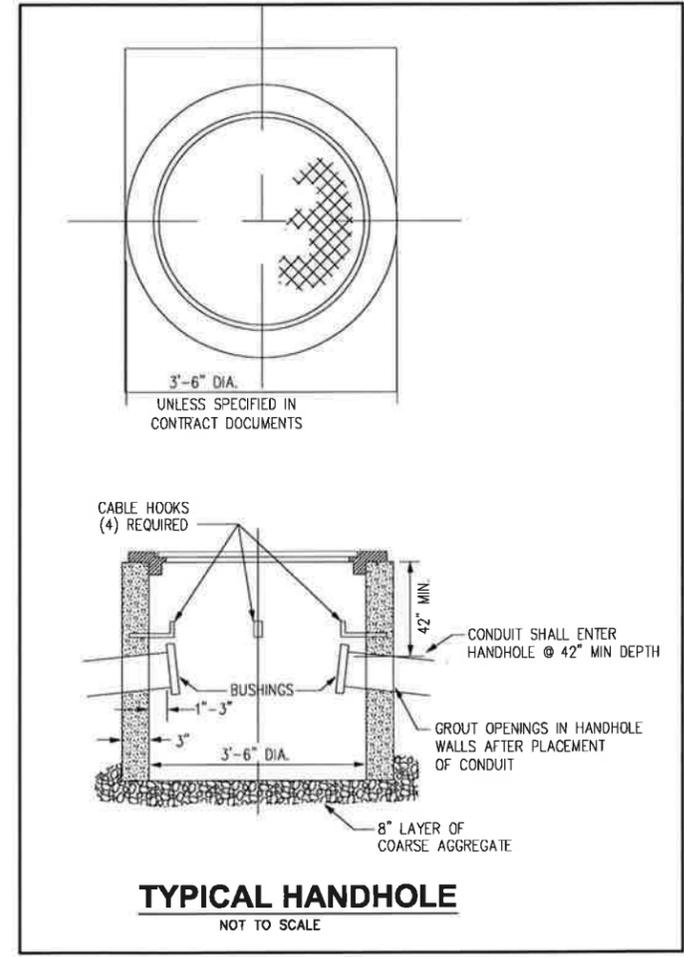
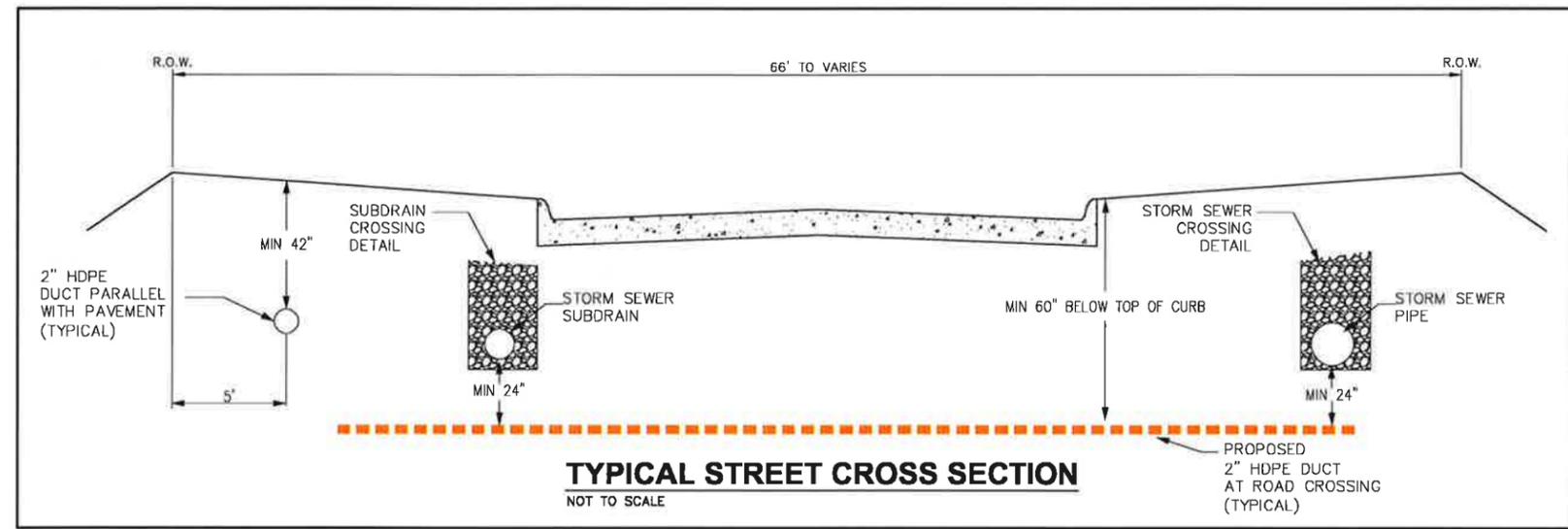
ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES	PROJECT # 1905225															
						 <b>AUREON™</b> CEDAR FALLS, IOWA Sheet 1 of 4															
						<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>REVISION</th> <th>DATE</th> <th>NAME</th> <th>SCALE:</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>6/4/19</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>6/20/19</td> <td></td> <td></td> </tr> </tbody> </table>	#	REVISION	DATE	NAME	SCALE:	1		6/4/19			2		6/20/19		
#	REVISION	DATE	NAME	SCALE:																	
1		6/4/19																			
2		6/20/19																			
DATE: 05/17/2019						<b>209</b>															



EXHIBIT B

NOTE

FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1905225

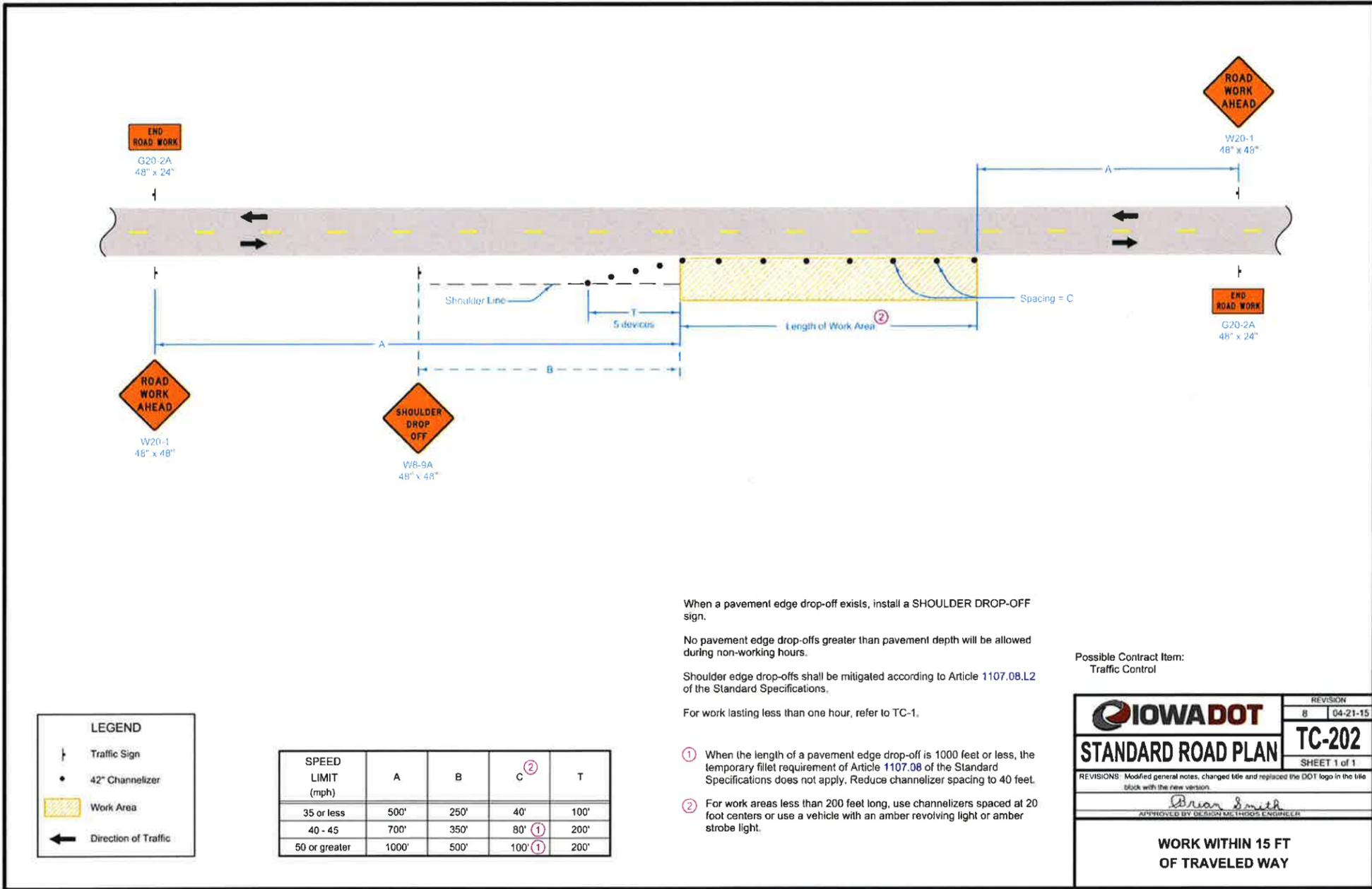
**AUREON**

CEDAR FALLS, IOWA Sheet 3 of 4

#	REVISION	DATE	NAME	SCALE:
1		6/4/19		
2		6/20/19		

DATE: 05/17/2019

# EXHIBIT B



**LEGEND**

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ①	200'
50 or greater	1000'	500'	100' ①	200'

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:  
Traffic Control

**IOWA DOT**  
**STANDARD ROAD PLAN**  
 REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.  
 APPROVED BY DESIGN METHODS ENGINEER  
**WORK WITHIN 15 FT OF TRAVELED WAY**

REVISION	DATE
8	04-21-15

**TC-202**  
SHEET 1 of 1

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1905225

**AUREON**

CEDAR FALLS, IOWA Sheet 4 of 4

#	REVISION	DATE	NAME	SCALE:
1		6/4/19		
2		6/20/19		

DATE: 05/17/2019

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** October 2, 2019

**SUBJECT:** Fiber Optic License Agreement  
Aureon Network Services  
Fareway, 214 Magnolia Drive

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend services to Fareway located at 214 Magnolia Drive.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

Prepared by: Kevin Rogers, City Attorney, 220 Clay St., Cedar Falls, IA 50613, (319)273-8600

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S West Des Moines, Iowa 50266, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting near the south drive and east property line of 214 Magnolia Drive and then extending east across Magnolia Drive for approximately sixty-three (63) in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 496 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within

a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of two-inch (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 17<sup>th</sup> day of September, 2019, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$160.00 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$16.00 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City

right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1<sup>st</sup> of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City

right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and

the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or

- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall

not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
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If to Licensee:	Aureon Network Services Attn: Jeff Klocko 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
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28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.



STATE OF IOWA                    )  
  )  
COUNTY OF BLACK HAWK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by James P. Brown, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the  
City of Cedar Falls, Iowa, an Iowa municipality.

\_\_\_\_\_  
Notary Public in and for said State

My Commission Expires:  
\_\_\_\_\_

## EXHIBIT "A"

## Description of Route of Aureon (INS) System

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with fiber cable installed at the minimum depths of forty-two (42") inches in grassed areas, forty-eight (48") inches undercrossing driveways and sidewalks, and sixty (60") inches undercrossing streets. The service being provided is a Long Distance Telecommunication System to connect to Ethernet with service owned by Fareway Stores Inc. The route of the facility shall be as follows:

Westerly and Easterly Right-of-Way of Magnolia Drive

1. The facility shall begin at the Licensee's east property line and being the west right-of-way of Magnolia Drive at a point being forty (40') feet west of the centerline of Magnolia Drive at Sta. 102+61 and being approximately three hundred ninety eight (398') feet north of the centerline of the Crescent Drive and Magnolia Drive intersection, as shown on sheet "2 of 3", Project No. 1907336", a copy of which is attached to this exhibit.

2. Thence easterly crossing Magnolia Drive a distance of sixty three (63') feet to Sta. 102+61, 23' Lt., to a proposed new Aureon hand-hole over existing 2" HDPE conduit in the easterly right of way of Magnolia Drive as shown on said exhibit. (Total facility horizontal length in City right-of-way is sixty three (63') feet and sixty five (65') when including estimated vertical and or curved alignment section lengths.)

# EXHIBIT B

## CEDAR FALLS, IOWA

**NOTES**

1. CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF OPERATIONS AND PROGRAMS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
2. THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY SIDEWALK.
3. THE CONTRACTOR SHALL BORE UNDER ALL STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS.
4. CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION, THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
5. THE MINIMUM UNDERCROSSING CLEARANCE AT ALL STORM SEWERS AND STORM SEWER CULVERTS SHALL BE TWENTY-FOUR (24") INCHES. THE MINIMUM UNDERCROSSING CLEARANCE UNDER WATERWAYS SHALL BE THIRTY-SIX (36") INCHES.
6. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
7. THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
8. THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
9. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
10. IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
11. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND MATERIAL DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
12. WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
13. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
14. THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
  - a. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
  - b. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
  - c. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
15. FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
16. THE CONTACT FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION IS CHASE SCHRAGE AT 319-268-5170.

**UTILITY WARNING**

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

**PROPOSED:**

2" ORANGE CONDUIT = 65' (REFLECT ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).  
HANDHOLES = 1

**APPROVAL TO CONSTRUCT**

No. 1907336

Dated 9/9/19

**CITY OF CEDAR FALLS  
COMMUNITY DEVELOPMENT DEPT.  
ENGINEERING DIVISION**

By *Maureen*

LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
WEST ROW MAGNOLIA DR TO PROPOSED HH IN EAST ROW OF MAGNOLIA DR	102+61 23'LT- TO PROPOSED HH	102+61 40' RT	63 L.F.
<b>TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY</b>			<b>63 L.F.</b>



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Michael Brooner* **8-1-2019**  
MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1-3

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1907336

AUREON™

CEDAR FALLS, IOWA Sheet 1 of 3

#	REVISION	DATE	NAME	SCALE:
1		8/1/19		

DATE: 07/19/2019

EXHIBIT B



PROPOSED 18"X30"60" BORE PIT ON FAREWAY PROPERTY @ STA 102+61 65' RT OF MAGNOLIA DRIVE ALIGNMENT.  
 BORE 25' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC WEST @ 42" MINIMUM BORE DEPTH. BEGIN DESCENDING IN A VERTICAL DOWNWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE TO ACHIEVE A 48" BORE DEPTH UNDERCROSSING SIDEWALK. BEGIN DESCENDING IN A VERTICAL DOWNWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE TO ACHIEVE A 60" BORE DEPTH @ STA 102+61 23' RT OF MAGNOLIA DRIVE ALIGNMENT.  
 BORE 39' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC FROM STA 102+61 23' RT WEST UNDERCROSSING MAGNOLIA DRIVE, TRANSITION TO 42" MINIMUM DEPTH @ STA 102+61 23' LT @ A PROPOSED HANDHOLE OVER EXISTING 2" HDPE CONDUIT.

EXISTING CUSTOMER HANDHOLE

42" MINIMUM BORING DEPTH FROM BORE PIT WEST TO EXISTING CUSTOMER HANDHOLE ON FAREWAY PROPERTY

OWNER UNKNOWN LOCATION PROVIDED BY CITY OF CEDAR FALLS

ABANDONED 6" C.I.P. SANITARY SEWER FORCE MAIN. LOCATION AND DEPTH UNKNOWN

48" MINIMUM BORING DEPTH UNDER SIDEWALK

25.0' BORE PIT TO WEST ROW

31.0' BOC TO BOC

102+00

70.0' ROW

1/4 OF DRIVE STA 103+55

7.5'

40.0' ROW

30.0' ROW

103+00

1/4 OF DRIVE STA 102+95

CEDAR FALLS ELECTRIC

CENTURYLINK

AUREON CONDUIT

PROPOSED AUREON (INS) 32"X48"X48" HANDHOLE & RECEIVING PIT OVER EXISTING 2" HDPE CONDUIT IN CITY ROW 7.5' BOC @ STA 102+61 23' LT

63.0' WEST ROW TO HANDHOLE

MAGNOLIA DRIVE UNDERCROSSING TO BE @ 60" MINIMUM DEPTH BELOW TOP OF CURB

**NOTES**  
 FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND	
TELEPHONE PEDESTAL	II
WATER VALVE	W
FIRE HYDRANT	D
TELEPHONE LINE	T
CABLE TELEVISION LINE	TV
FIBER OPTICS LINE	OF
SIGN	II
POWER POLE	W
TELEVISION PEDESTAL	D
SANITARY SEWER MANHOLE	T
STORM SEWER MANHOLE	TV
ROUND STORM SEWER INTAKE	OF
WATERMAIN	W
STORM SEWER	ST
SANITARY SEWER	S
GAS LINE	G
ELECTRIC LINE	E
OVERHEAD ELECTRIC LINE	OC
STORM SEWER INTAKE	W
UNDERGROUND CONDUIT	ST
HANDHOLE	S
FIBER OPTIC VAULT	G
FIBER OPTIC MANHOLE	E

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1907336

CEDAR FALLS, IOWA Sheet 2 of 3

#	REVISION	DATE	NAME	SCALE:
1		8/1/19		

SCALE 1"=40'

DATE: 07/19/2019



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** October 2, 2019

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Gateway Business Park, Inc.

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Gateway Business Park, Inc. located at the northeast corner of Hudson Road and W Ridgeway Avenue and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

Prepared by: Alisha Schmitz, 4700 E. 53<sup>rd</sup> Street, Davenport, IA 52807 (563) 459-4600

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## **STORM WATER MAINTENANCE AND REPAIR AGREEMENT**

This Agreement is made and entered into by and between CF Gateway Business Park, Inc., (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 26th day of September, 2019.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.



**Exhibit A**

The property is legally described as follows:

That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

AND

Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 81.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°09'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 544.73 feet; Thence Southeasterly a distance of 498.10 feet along the arc of a 317.00 foot radius curve concaved Northeasterly (Chord bears S 44°59'10" E a distance of 448.42 feet); Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'06" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a

120.00 foot radius curve concaved Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°26'43" E a distance of 169.55 feet); Thence N 89° 23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 04°42'02" W along said East Right of Way a distance of 215.26 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet. Said parcel contains 16.89 acres, subject to easements and restrictions of record.

Said GATEWAY BUSINESS PARK AT CEDAR FALLS I is divided into Two (2) numbered lots, all-inclusive and Three (3) lettered tracts. The number or letter of each Lot is designated on the Final Plat by figures near the center of each Lot.

All lands within the plat that are designated for streets, more specifically Tract 'A' (Cyber Lane) are now being dedicated to the Public for street Right of Way by the owner.

AND

Tract B: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 00°01'39" W a distance of 24.63; Thence S 89°59'50" W to said East Right of Way a distance of 429.08 feet; Thence N 00°02'12" E along said East Right of Way a distance of 22.86 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

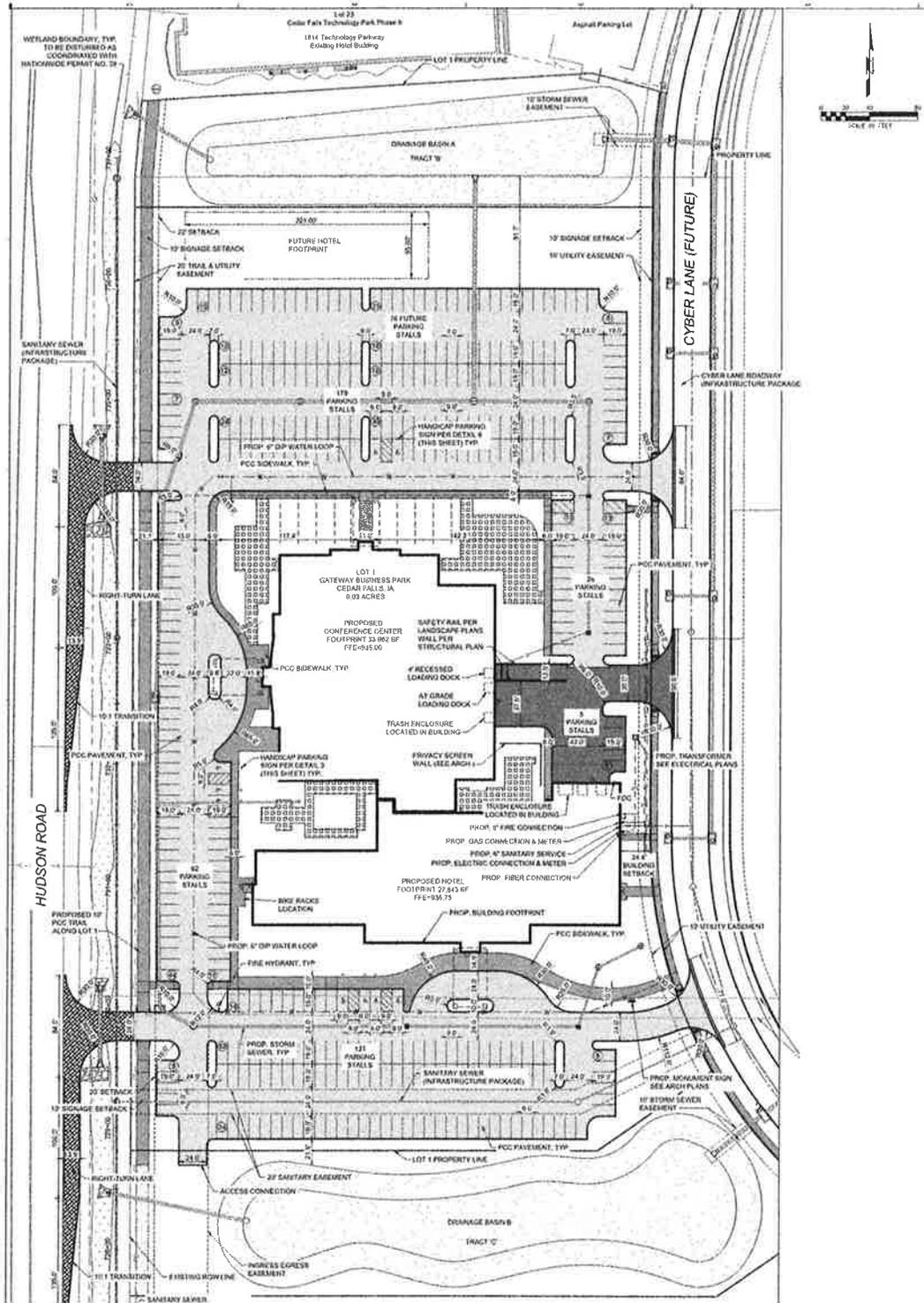
Said tract contains 0.98 acres, subject to easements and restrictions of record.

AND

Tract C: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence S 05°02'35" W along the East Right of Way of Hudson Road a distance of 2.04 feet; Thence S 00°02'12" W along said East Right of Way to the Point of Beginning a distance of 800.92 feet; Thence S 90°00'00" E a distance of 386.39 feet; Thence N 54°53'52" E a distance of 115.22 feet; Thence Southeasterly a distance of 157.15 feet along the arc of a 383.00 foot radius curve concaved Northeasterly (Chord bears S 41°45'28" E a distance of 156.05 feet); Thence S 54°53'52" W a distance of 121.46 feet; Thence N 90°00'00" W to said East Right of Way a distance of 485.28 feet; Thence N 00°02'12 E along said East Right of Way to the Point of

Beginning a distance of 120.00 feet.

Said tract contains 1.60 acres, subject to easements and restrictions of record.

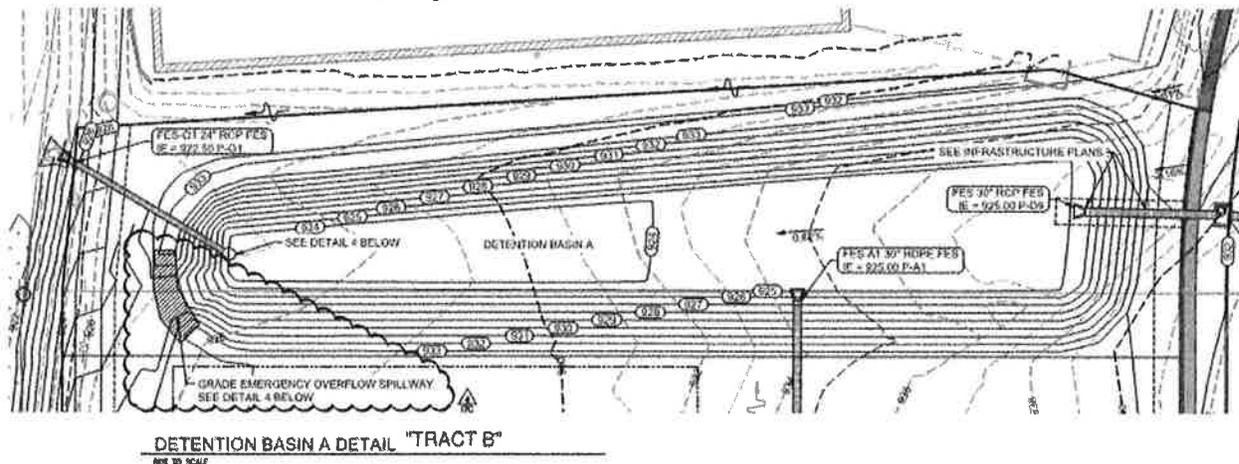


### Exhibit B

The storm water management facility on its property, which facility is legally described as follows:

Tract B: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 00°01'39" W a distance of 24.63; Thence S 89°59'50" W to said East Right of Way a distance of 429.08 feet; Thence N 00°02'12" E along said East Right of Way a distance of 22.86 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

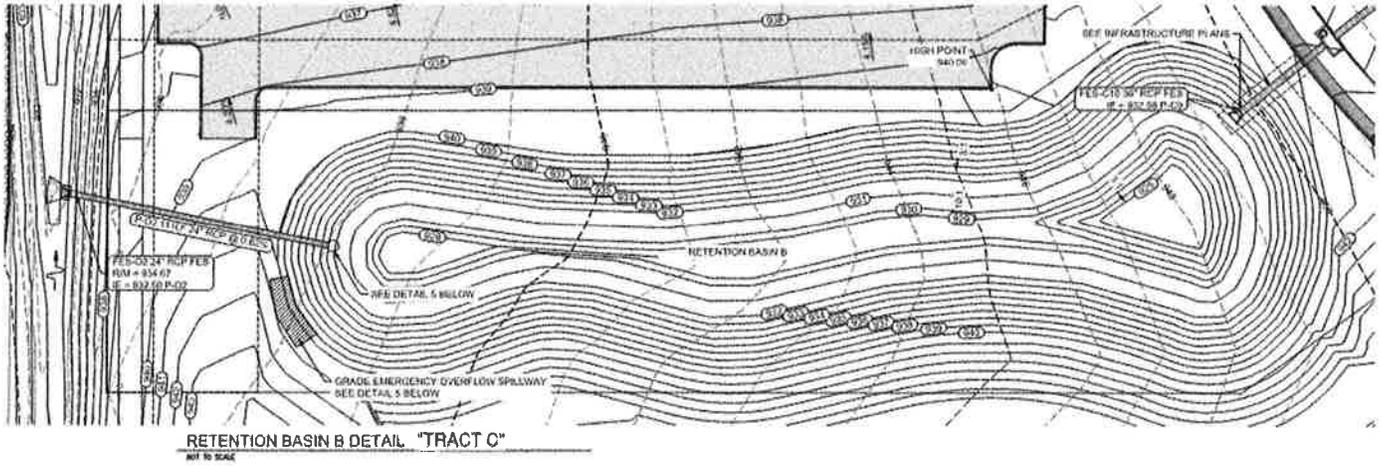
Said tract contains 0.98 acres, subject to easements and restrictions of record.



AND

Tract C: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence S 05°02'35" W along the East Right of Way of Hudson Road a distance of 2.04 feet; Thence S 00°02'12" W along said East Right of Way to the Point of Beginning a distance of 800.92 feet; Thence S 90°00'00" E a distance of 386.39 feet; Thence N 54°53'52" E a distance of 115.22 feet; Thence Southeasterly a distance of 157.15 feet along the arc of a 383.00 foot radius curve concaved Northeasterly (Chord bears S 41°45'28" E a distance of 156.05 feet); Thence S 54°53'52" W a distance of 121.46 feet; Thence N 90°00'00" W to said East Right of Way a distance of 485.28 feet; Thence N 00°02'12 E along said East Right of Way to the Point of Beginning a distance of 120.00 feet.

Said tract contains 1.60 acres, subject to easements and restrictions of record.



## Exhibit C

### Detention Basin Operation and Maintenance Plan

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b>BMP element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main detention area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
Washed stone in front of orifice outlet	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

**Exhibit D****MAINTENANCE SCHEDULE STORM DETENTION SYSTEM****DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annuall

**Exhibit E**

**ITEM 20.**

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** October 4<sup>th</sup>, 2019

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Sands Addition  
Lot 6 of Prairie Springs U.M.C. Minor Plat

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Sands Addition site, owned by James V. Sands located at Lot 6 of Prairie Springs U.M.C. Minor Plat and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer

Prepared by: VJ Engineering, 1501 Technology Parkway, Suite 100, Cedar Falls, IA 50613 Phone: 319-266-5829

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between James V. Sands, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, Owner owns land in the City legally described as Sands Addition, Cedar Falls, Iowa, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit A attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit B and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit C and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit D with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

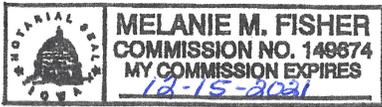
IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**Sands Addition, Cedar Falls, Iowa**

By: James V Sands James V Sands  
Printed Name & Title: James V Sands Owner

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

This instrument was acknowledged before me on the 24<sup>th</sup> day of September,  
2019 by James V. Sands as owner of Sands Addition.



Melanie M Fisher  
Notary Public in and for the State of Iowa

**City of Cedar Falls, Iowa**

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

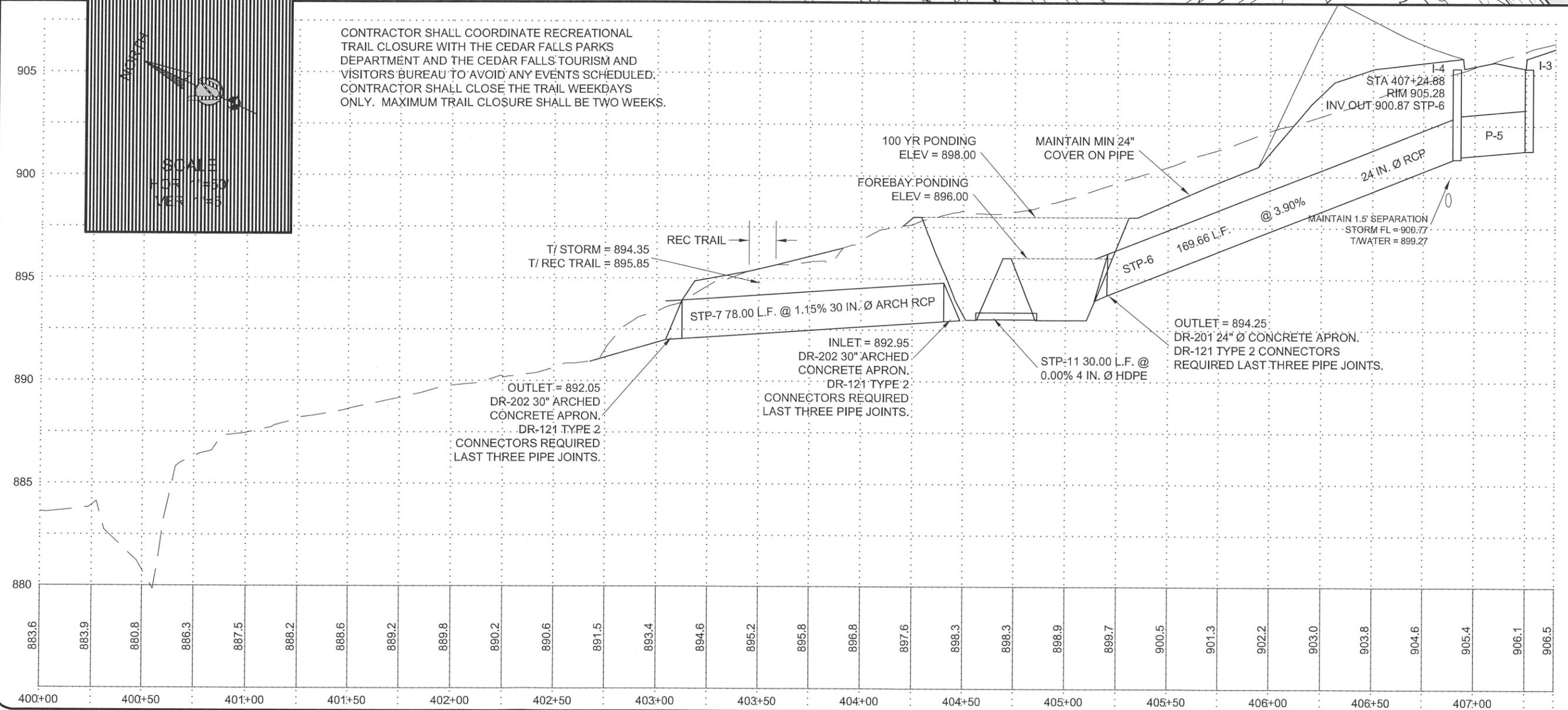
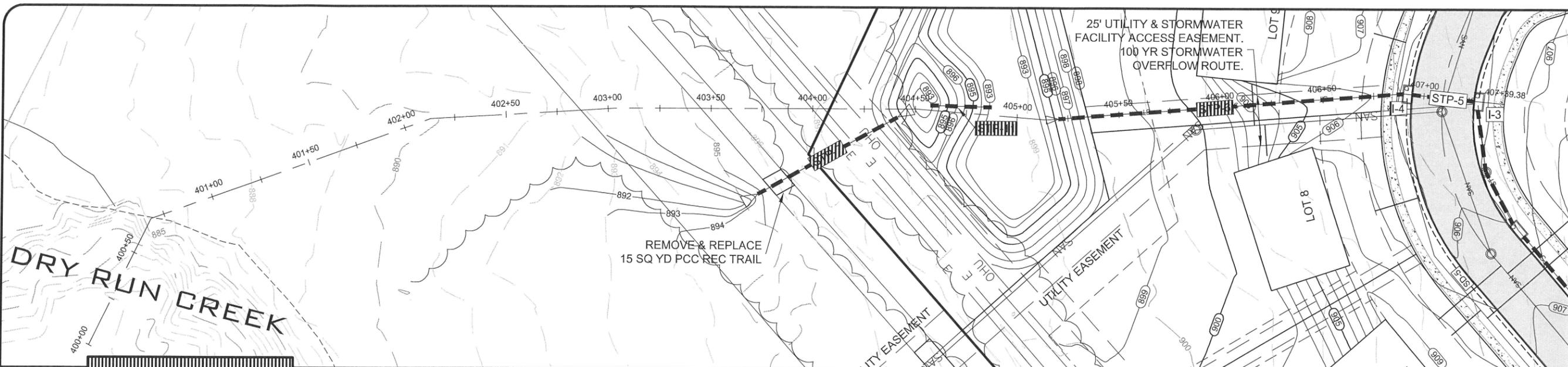
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls,  
Iowa.

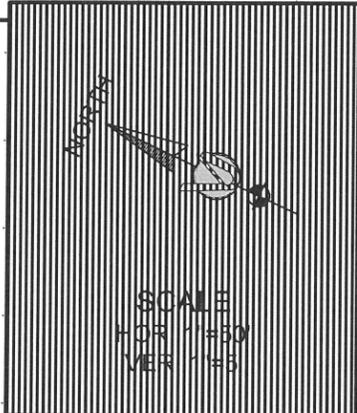
\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Exhibit A**

**ITEM 21.**



CONTRACTOR SHALL COORDINATE RECREATIONAL TRAIL CLOSURE WITH THE CEDAR FALLS PARKS DEPARTMENT AND THE CEDAR FALLS TOURISM AND VISITORS BUREAU TO AVOID ANY EVENTS SCHEDULED. CONTRACTOR SHALL CLOSE THE TRAIL WEEKDAYS ONLY. MAXIMUM TRAIL CLOSURE SHALL BE TWO WEEKS.



6-23-17	8-09-17	revisions	date
page #		21	
scale		AS NOTED	
drawn by		SJL	
date		5-19-17	

VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829

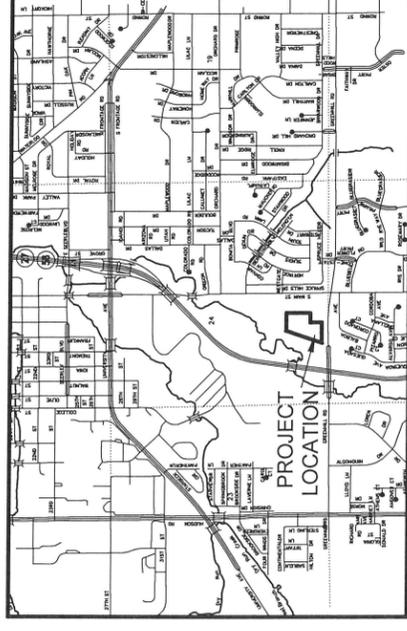


SANDS ADDITION  
DETENTION POND/ STORM SEWER  
PLAN & PROFILE

# PRELIMINARY PLAT SANDS ADDITION CEDAR FALLS, IOWA

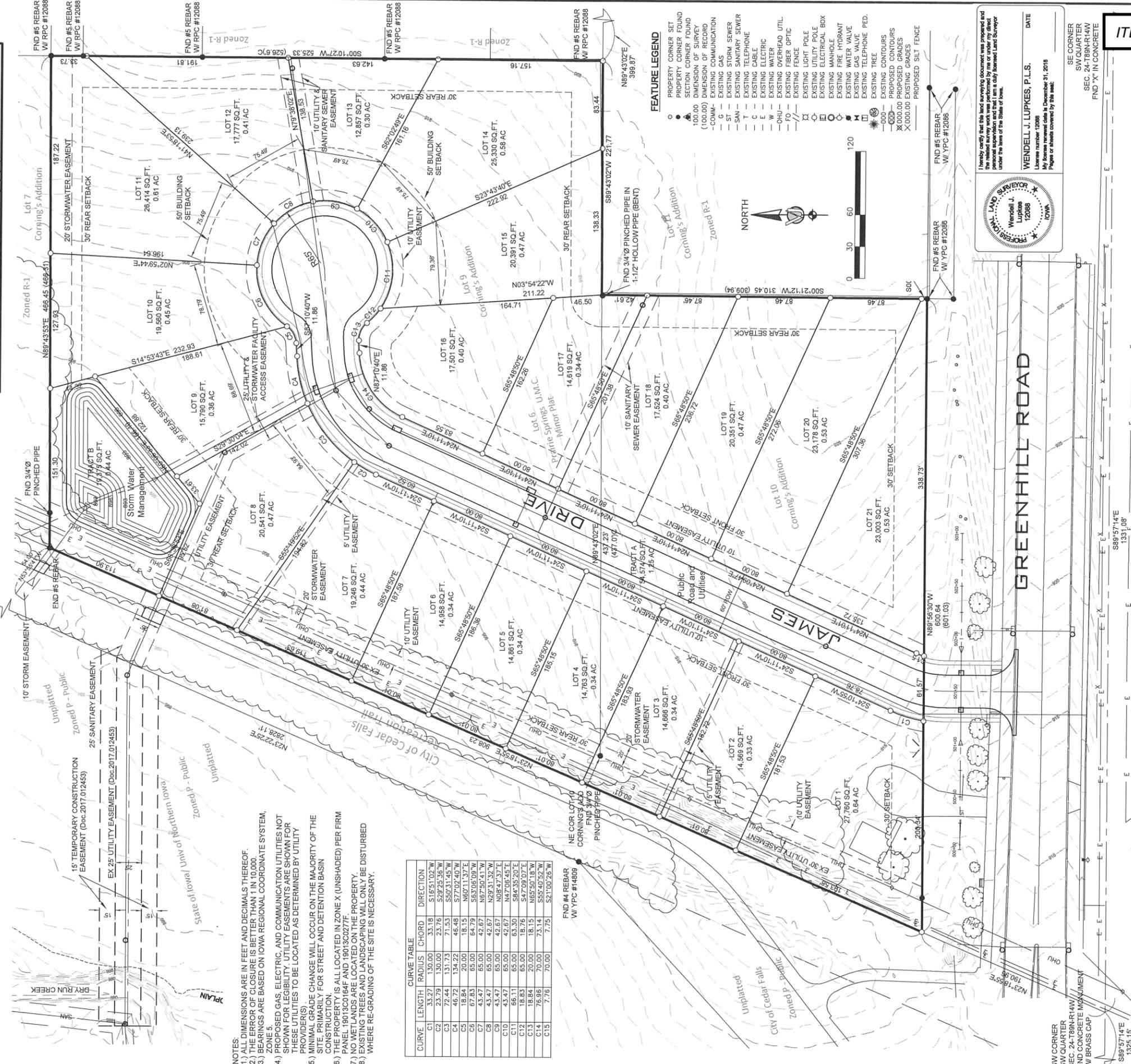
OWNER/DEVELOPER:  
JAMES SANDS  
5722 TIMBER RIDGE RD  
CEDAR FALLS, IA 50613

CURRENT ZONING:  
R-1 ONE & TWO FAMILY RESIDENTIAL  
FRONT SETBACK = 30 FT  
REAR SETBACK = 30 FT  
SIDE SETBACK = 10% LOT WIDTH  
DEVELOPMENT AREA = 10.78 AC



LEGAL DESCRIPTION: (Doc.2017.0069005)  
Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

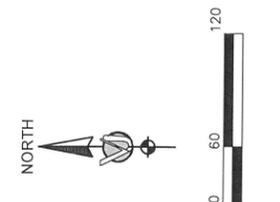
FND #4 REBAR W/ YPC #14809



- NOTES:
- 1.) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - 2.) THE ERROR OF CLOSURE IS BETTER THAN 1 IN 10,000.
  - 3.) BEARINGS ARE BASED ON IOWA REGIONAL COORDINATE SYSTEM, ZONE 5.
  - 4.) PROPOSED GAS, ELECTRIC, AND COMMUNICATION UTILITIES NOT SHOWN FOR LEGIBILITY. UTILITY EASEMENTS ARE SHOWN FOR THESE UTILITIES TO BE LOCATED AS DETERMINED BY UTILITY PROVIDER(S).
  - 5.) MINIMAL GRADE CHANGE WILL OCCUR ON THE MAJORITY OF THE SITE, PRIMARILY FOR STREET AND DETENTION BASIN CONSTRUCTION.
  - 6.) CONSTRUCTION IS ALL LOCATED IN ZONE X (UNSHADED) PER FIRM PANELS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES.
  - 7.) NO WETLANDS ARE LOCATED ON THE PROPERTY.
  - 8.) EXISTING TREES AND LANDSCAPING WILL ONLY BE DISTURBED WHERE RE-GRADING OF THE SITE IS NECESSARY.

CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	33.27	130.00	33.18	S16°51'02"W
C2	23.79	130.00	23.76	S23°25'36"W
C3	72.44	131.73	71.53	S50°31'45"W
C4	46.72	134.22	46.48	S77°02'40"W
C5	18.84	20.00	18.15	N60°11'37"E
C6	67.63	65.00	64.79	S57°08'09"W
C7	43.47	65.00	42.67	N57°50'41"W
C8	43.47	65.00	42.67	N27°05'45"E
C9	66.11	65.00	63.30	S84°35'20"E
C10	18.83	65.00	18.76	S47°09'07"E
C11	18.84	65.00	18.76	N85°50'18"W
C12	76.86	70.00	73.14	S55°40'52"W
C13	7.76	70.00	7.75	S21°00'26"W

- FEATURE LEGEND
- PROPERTY CORNER SET
  - PROPERTY CORNER FOUND
  - 100.00 DIMENSION OF RECORD
  - COMM- EXISTING COMMUNICATION
  - G- EXISTING GAS
  - ST- EXISTING STORM SEWER
  - SAN- EXISTING SANITARY SEWER
  - T- EXISTING TELEPHONE
  - C- EXISTING CABLE
  - W- EXISTING WATER
  - OHU- EXISTING OVERHEAD UTIL.
  - FO- EXISTING FIBER OPTIC
  - EXISTING FENCE
  - EXISTING LIGHT POLE
  - EXISTING UTILITY POLE
  - EXISTING ELECTRICAL BOX
  - EXISTING FIRE HYDRANT
  - EXISTING WATER VALVE
  - EXISTING GAS VALVE
  - EXISTING TELEPHONE PED.
  - EXISTING TREE
  - EXISTING CONTOURS
  - EXISTING PROPOSED GRADES
  - EXISTING GRADES
  - PROPOSED SILT FENCE



I hereby certify that the land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S.  
License number 12086  
My license renewal date is December 31, 2018  
Pages or sheets covered by this seal:

DATE

SE CORNER  
SW QUARTER  
SEC. 24-T89N-R14W  
FND CONCRETE MONUMENT  
FND "X" IN CONCRETE

168084

248

MINARY PLAT  
ADDITION  
CEDAR FALLS, IOWA

VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829

drawn by  
SIL

date  
3/8/17

scale  
1"=60'

page  
page

REVISIONS PER CITY & CFU STAFF  
DETENTION POND & OUTLET  
STORMWATER EASEMENTS

reviewed by  
NAME

approved by  
NAME

revisions

DATE

## Detention Basin Operation and Maintenance Plan

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

## Exhibit C

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.





**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** October 4<sup>th</sup>, 2019

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Air King Filtration  
Lot 16 and Track "B", West Viking Road Industrial Park Phase IV

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Air King Filtration site, owned by Tjaden Properties, L.L.C. located at Lot 16 and Track "B", West Viking Road Industrial Park Phase IV and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer

Prepared by: VJ Engineering, 1501 Technology Parkway, Suite 100, Cedar Falls, IA 50613 Phone: 319-266-5829

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Tjaden Properties, L.L.C., (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**Tjaden Properties, L.L.C.**

By: *Brett Tjaden*  
Printed Name & Title: Brett Tjaden - President

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

This instrument was acknowledged before me on the 30<sup>th</sup> day of September,  
2019 by Brett Tjaden as President of **Tjaden  
Properties, L.L.C.**



*Melanie M Fisher*  
Notary Public in and for the State of Iowa

**City of Cedar Falls, Iowa**

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:  
  
\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls,  
Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

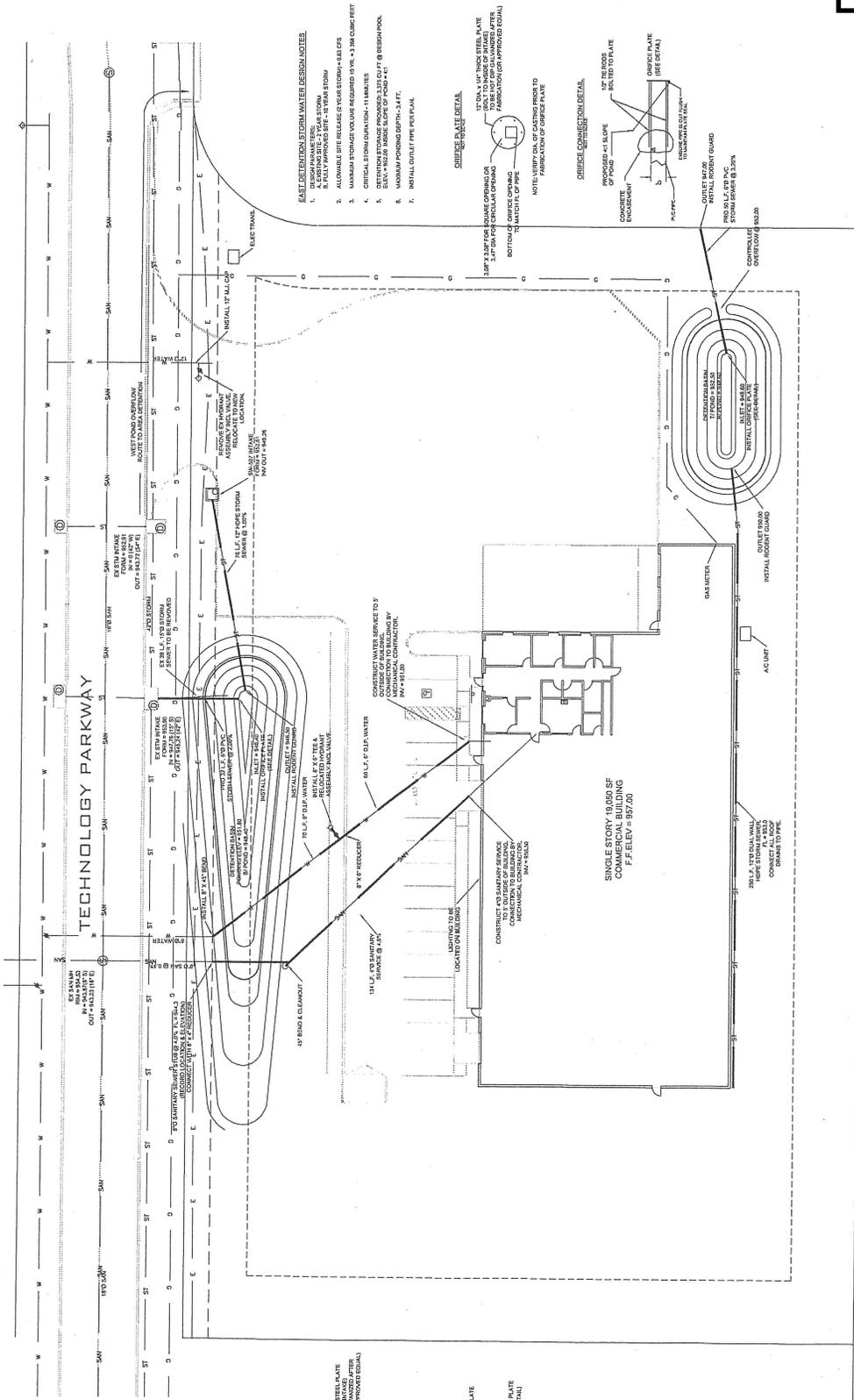
## Exhibit A

### Property Description:

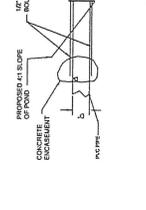
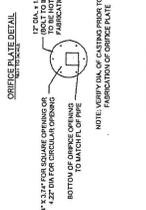
Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa

# Exhibit B

## AIR KING FILTRATION UTILITY PLAN



- WEST DETENTION STORM WATER DESIGN NOTES**
- DESIGN PARAMETERS:
    - A. DESIGN FLOW: 150 CFS
    - B. DESIGN STORAGE: 150,000 GALS
    - C. DESIGN DURATION: 18 HOURS
  - ALLOWABLE SITE RELEASE (YEAR STORM) = 4.8 CFS
  - MAXIMUM STORAGE VOLUME REQUIRED BY YR. 3 3RD QUANTILE FEET
  - CRITICAL STORM DURATION - 18 MINUTES
  - DETENTION STORAGE PROVIDED: 3,384 CU FT @ DESIGN POOL
  - MAXIMUM STORAGE CAPACITY: 3,384 CU FT
  - INSTALL OUTLET PIPE PER PLAN



**UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATE. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION AS SHOWN. THE UTILITIES SHOWN ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.



198033

VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829



AIR KING FILTRATION - LOT 16, WEST VIKING ROAD IND. PARK PHASE IV  
CEDAR FALLS, IOWA  
UTILITY PLAN

4 of 5  
Scale: 1" = 20'

DATE	12-19
BY	JK
CHECKED BY	JK
SCALE	1" = 20'
TITLE	AIR KING FILTRATION - LOT 16, WEST VIKING ROAD IND. PARK PHASE IV - UTILITY PLAN

ITEM 22.

198033

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

**Stormwater Management Inspection/Maintenance Form**  
**To be kept on site**

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
DATE: October 2, 2019
SUBJECT: Sign review of property in the Central Business District Overlay

REQUEST: New signage on façade

PETITIONER: Eagle View Partners, Andy's Bike Shop; Contractor: Signs by Tomorrow

LOCATION: 100 E 2nd Street, Suite 105

CASE #: DR19-010

PROPOSAL

A new tenant, Andy's Bike Shop, and the property owner of 100 E 2nd Street are requesting a site plan review for a new projecting sign at 100 E 2nd Street, Suite 105 in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new projecting sign on the facade of 100 E 2nd Street for a new business, Andy's Bike Shop, locating in Suite 105. The property is located directly east of the 200 block of Main Street on the north side of E 2nd Street, see image to the right.

This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any "substantial improvement" to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:



"Substantial improvement" includes any new building construction within the overlay

district or any renovation of an existing structure that involves any modification to the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

### ANALYSIS

The applicant is proposing to install a new aluminum projecting sign on suite 105 of 100 E 2nd Street to advertise the new tenant, Andy's Bike Shop. The projecting sign is approximately 3' wide by 1' tall. Projecting signs within the Central Business District cannot exceed 40 square feet per sign face (Section 26-189 (j)). The districts signage size requirements have been met. The projecting sign will be placed on the south elevation facing E 2nd Street above the store entrance. The sign will be lighted. All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). The proposed projecting sign projects about 3' feet into the right-of-way and has an approximate 10 foot clearance above the sidewalk. The sidewalk at this location is approximately 10 feet wide. The proposed placement of the sign meets city code. If the City Council approves this request, a sign permit will be issued for the new signs.



### TECHNICAL COMMENTS

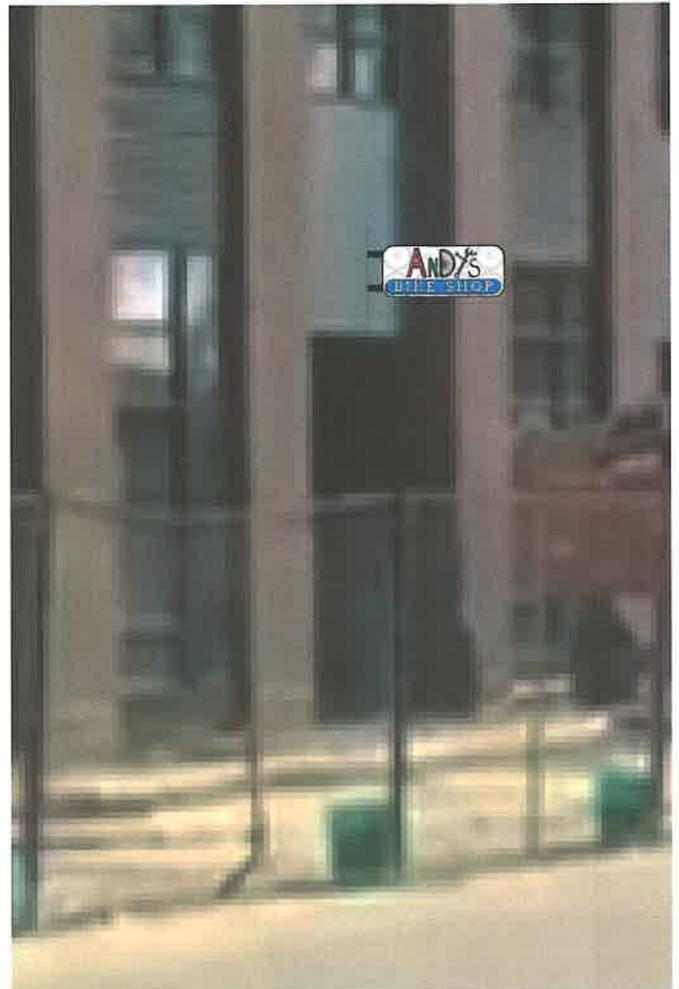
No comments.

### STAFF RECOMMENDATION

The Planning & Zoning Commission and Community Development Department recommend approval of the submitted facade plan for 100 E 2nd Street, Suite 105.

### PLANNING & ZONING COMMISSION

Discussion/Vote 9/25/2019 Planner Lehmann presented the request to the Planning & Zoning Commission. There were no questions or comments. The proposal was unanimously approved by the Commission.



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2915 McClain Drive  
Cedar Falls, Iowa 50613  
Ph: 319-268-0001  
Fax: 319-268-0002  
E-mail: cedarfalls@signsbytomorrow.com

**CUSTOMER** Andy's Mobile Bike Shop  
105 2nd St.  
Cedar Falls, IA 50613

**CONTACT** Andy Tetmeyer  
(515) 447-0491  
andysmobilebikeshop@gmail.com

**DESIGNER** Brian  
**PROOF DATE** 7-31-19  
**FILE NAME** Andy's Bike Shop / "Andys-2"  
**REVISION #** Rev 4

265

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DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
DATE: October 2, 2019
SUBJECT: Sign review of property in the Central Business District Overlay

REQUEST: New signage on façade

PETITIONER: Ivan Weiland, Horny Toad American Bar & Grill; Contractor: Nagle Signs

LOCATION: 202 Main Street

CASE #: DR19-009

PROPOSAL

The property owner of 202 Main Street, Horny Toad American Bar & Grill, is requesting a site plan review for a new wall sign and projecting sign at 202 Main Street in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new wall sign and one new projecting sign on the E 2nd Street facade of 202 Main Street. The signage would mark the side entrance into the building. The property is located directly east of the 200 block of Main Street on the south side of E 2nd Street, see image to the right.

This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any "substantial improvement" to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:



"Substantial improvement" includes any new building construction within the ove

district or any renovation of an existing structure that involves any modification to the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

ANALYSIS

The applicant is proposing to install a new aluminum projecting sign and wall sign above the north side entrance of 202 Main Street advertising the current tenant, Horny Toad American Bar & Grill. The projecting sign is approximately 2’9” wide by 7’ tall. The wall sign is approximately five and a half feet wide and half a foot tall. Projecting signs within the Central Business District cannot exceed 40 square feet per sign face and wall signs cannot exceed ten percent of the total storefront area (Section 26-189 (j)). The districts signage size requirements have been met. Both proposed signs will be placed on the north elevation facing E 2nd Street. Both signs will be lighted. All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). The proposed projecting sign projects about 2’9” feet into the right-of-way and has an approximate 12 foot clearance above the sidewalk. The sidewalk at this location is approximately 10 feet wide. The proposed placement of the signs meets city code. If the City Council approves this request, a sign permit will be issued for the new signs.



TECHNICAL COMMENTS

No comments.

STAFF RECOMMENDATION

The Planning & Zoning Commission and the Community Development Department recommend approval of the submitted facade plan for 202 Main Street.

PLANNING & ZONING COMMISSION

Discussion/Vote 9/25/2019 Planner Lehmann presented the request to the Planning and Zoning Commission. Mr. Hartley stated he feels the proposal adds a lot to that side of the building There were no other questions or comments. The proposal was unanimously approved by the Commission.



September 5, 2019

City of Cedar Falls  
Dept. of Community Development  
Cedar Falls, IA 50613

Re: Ivan Weiland  
(Landlord and owner)  
Horny Toad American Bar & Grill  
202 Main St.

To whom it may concern:

Nagle Signs Inc., in conjunction with Ivan Weiland, Horny Toad's owner, are asking the Department approval for the following modifications to the above address.

Furnish and install 7' tall, aluminum structure double-sided projection mounted, LED internally lighted wall sign, (copy and logo will light). Face is routed aluminum and backed with polycarbonate. Projecting approximately 2'9" from building and approximately 12' clearance above sidewalk.

Furnish and install 9"H x 5'5"W x 5"D cabinet with 1" face retainers "TRUE LOCAL LIVES HERE" white LED lit cabinet with trim capped acrylic face and applied 3M graphics.

Sincerely,  
Nagle Signs Representative  
Brian Buss

Horny Toad American Bar & Grill

Owner/Landlord

Ivan Weiland

A handwritten signature in blue ink, appearing to read "Ivan Weiland", is written over a horizontal line.

**WATERLOO**

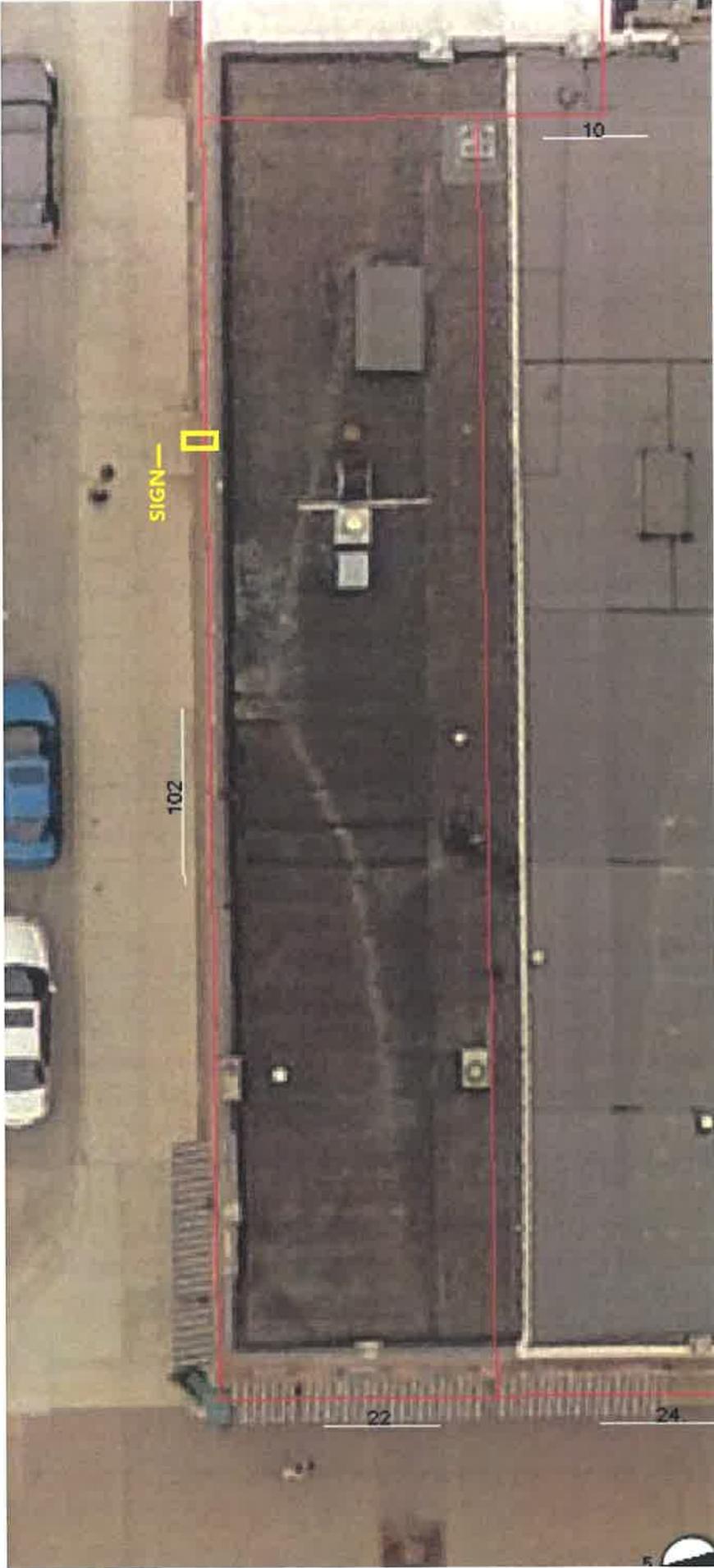
1020 Wilbur Ave. PO BOX 2098  
Waterloo, IA 50704  
 319-233-4604 • 800-728-4604  
 Fax: 319-233-7514

**MARSHALLTOWN**

605 Iowa Ave. West  
Marshalltown, IA 50158  
 641-752-6608 • 888-656-7446  
 Fax: 641-752-6968

[naglesigns.com](http://naglesigns.com)









WATERLOO  
 2004 Willbur Ave. PO BOX 2098  
 Waterloo, IA 50704  
 319-223-4604 • 800-228-4604  
 Fax: 319-223-7514

MADESFALL TOWN  
 425 Iowa Ave. West  
 Marshalltown, IA 50158  
 641-752-6408 • 888-656-7446  
 Fax: 641-752-0988

**PROJECT**

HORNY TOAD

**LOCATION**

CEDAR FALLS, IA

REPRESENTATIVE

BRIAN BUSS

DESIGNER

HMF

SKETCH #

7-26-19A2

SCALE

FILE NAME

HORNY TOAD/  
 7-26-19A.PDF

PRINT FILE(S)

REVISION(S)

- 1 -
- 2
- 3
- 4
- 5

WORK ORDER #



**CLIENT APPROVAL**  
 SIGNATURE/DATE

naglesigns.com



**TAKE LOCAL LIVES HERE**

1" = 1'0"



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## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, AICP, Planner II  
**DATE:** October 2, 2019  
**SUBJECT:** Façade review of property in the Central Business District Overlay

**REQUEST:** Request to approve a Central Business District Overlay Site Plan for new facade treatments and use change at 203/205 Main Street

**PETITIONER:** Owner: Brad Leeper

**LOCATION:** 203/205 Main Street

**CASE #:** DR19-008

### PROPOSAL

The new owner of 203/205 Main Street is requesting a site plan review to redevelop the façade of the building and convert what was the rehearsal space and museum for the CF Municipal Band into two residential apartments. The property is located in the Central Business District Overlay. See current and proposed facade images below. The proposed floor plans of the building are attached.

Current



Proposed



## BACKGROUND

203-205 Main Street was originally constructed in the 1880's. During the historic inventory of the downtown conducted in 2015 it was found that this building is noncontributing to the Cedar Falls Downtown Historic District due to the significant modifications that have been made to the façade.

This property is located within the C-3, Commercial District Zone (Section 26-172) and is also subject to the Central Business District Overlay regulations (Section 26-189). In this zone, any "substantial improvement" to an exterior façade, including removing exterior windows and the addition of new awnings, requires design review by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

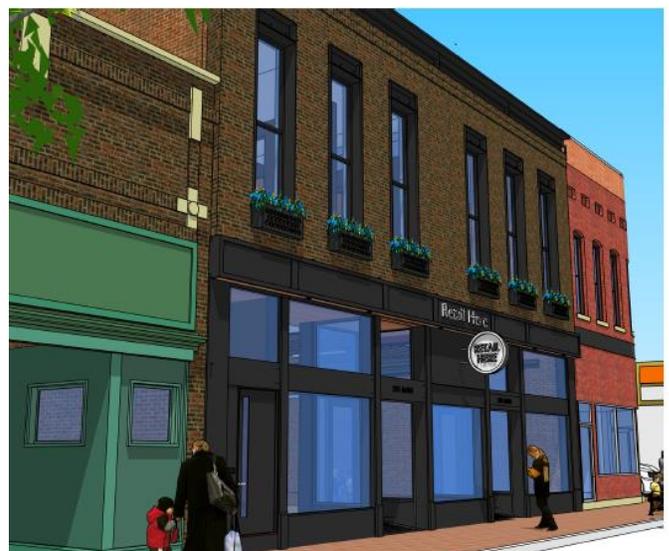
"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

In addition, the Central Business District requires that any new residential uses within the district are only allowable subject to planning and zoning commission and city council review and approval (Section 26-172 (c)(2)). Although residential uses are encouraged to be established in upper levels of downtown commercial buildings and this particular building has seen a number of uses in its upper floor over the years, the change from what was the rehearsal space and museum into two residential apartments needs to be reviewed under current code requirements.

## ANALYSIS

Following is an evaluation of the proposed changes according to the review standards in the Central Business District Overlay Zone:

1. Proportion: This criterion takes into account the relationship of the proposed horizontal elements (such as cornice lines, awnings and canopies) and vertical elements (such as windows and doors) with the elements of adjacent buildings. The applicant is proposing to demo a portion of the existing façade to make room for large storefront windows, install the original window openings on the second level, add new trim, and a masonry veneer, see image to the right. These changes are consistent with the historic storefront design elements present on other buildings on Main Street and with best practice. The proportions of the proposed windows and doors are consistent



with those in the district and neighboring buildings. The placement of the proposed sign band, above the storefront windows, and trim align with the horizontal elements of the neighboring buildings. **Criterion is met.**

2. Roof shape, pitch and direction: The building's roof is not being altered. However, the applicant is proposing to finish the top of the wall with a decorative cornice, which is consistent with many of the other intact historic buildings along Main Street. **This criterion is met.**
3. Pattern: The pattern of solid surfaces and openings needs to be considered in the alteration of a building. The applicant is proposing to demo a portion of the existing façade to make room for large storefront windows and to install the original window openings on the second level. This pattern is consistent with the character of the storefronts along Main Street and brings the building closer to its historical design. Large windows with transom windows above are desirable for storefronts, as they maximize light and views into the interior of the store. **Criterion is met.**
4. Building Composition: The proposed design must provide visual interest and visually break up long building walls. Buildings with a width of 50 or more feet are required to provide additional details such as breaks in the building wall plane. This structure is 44 feet wide; the requirement to provide breaks in the wall plane is not required. The mullions proposed in the storefront windows and the spacing of the proposed upstairs windows creates proportional visual breaks in the façade. **Criterion is met.**
5. Windows and transparencies: The CBD requires that new construction have a minimum of 70 percent of the storefront area, between two and ten feet in height above the ground level, consist of clear and transparent storefront windows. Modifications to existing storefronts can maintain or expand their transparency percentage but cannot decrease. The proposed change would open up the storefront of the building to at least 70% transparency, meeting the requirement for new construction. Installing windows on the second floor adds additional transparency. The proposed windows will be clear and non-reflective. **Criterion is met.**
6. Materials and textures: For new construction certain amounts of high quality materials must be used. This includes the requirement that 50% of the façade be brick, stone, or terra cotta on street-facing facades. The proposed redesign of 203 Main Street would add a thin brick veneer over the top half of the façade with glass, smooth-faced painted cement board, and aluminum comprising the bottom half. The applicant has indicated that full wythe brick is not possible in this instance given the existing condition of the building wall. The proposed materials are in keeping with buildings in the district and meet the material requirements of this section. **Criterion is met.**
7. Color: The proposed design utilizes a brown-red brick veneer that is complementary and consistent with the red earth-toned brick on other buildings in the vicinity. The painted cement board and aluminum will be a grey/black. The proposed colors are neutral and compatible with the existing colors of the district. **Criterion is met.**
8. Architectural features: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. The proposed new windows, sign band, trim (including the installation of a cornice), are all elements that are

consistent with the district and add interest to the building. **Criterion is met.**

9. Building entries: The entries into this building are not changing; **this criterion does not apply for this review.**

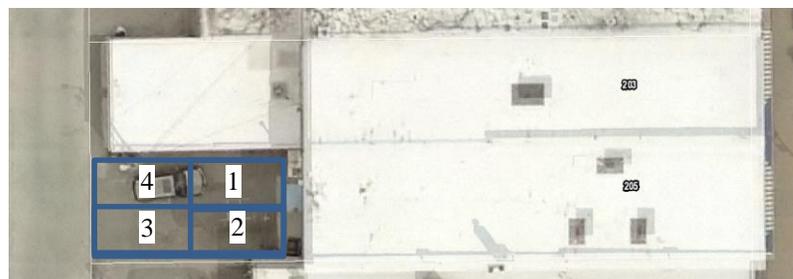
10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed; **this criterion does not apply for this review.**

11. Signage: As a tenant for the storefront has not yet been found, the applicant is proposing a wall and projecting sign that will act as a placeholder for a future tenant. The proposed wall sign will be placed within the proposed building sign band located above the transom windows and the projecting sign is elevated above the store entrance and will be designed to meet code size and clearance standards. Wall signs within the CBD cannot exceed ten percent of the total storefront area and all projecting signs shall not exceed 40 square feet per sign face (Section 26-189 (j)). The dimensions of these signs meet the code size requirements. In addition, all projecting signs within the CBD are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). The shown projecting sign meets these requirements. When a tenant is found, and as long as what they propose follows what is shown, only a staff level review would be required. However, if future tenant signage differs greatly from what is shown here review and approval by both the Planning and Zoning Commission and City Council would be required. **Criterion is met.**



12. Use: The second phase of this proposed project will entail converting what was the rehearsal space and museum for the CF Municipal Band into two residential apartments. Both proposed apartments will have two bedrooms, see attached floor plan. The change of use from non-residential to residential requires review and approval by the Planning and Zoning Commission and City Council. Residential uses are permitted and encouraged to be established on upper levels of downtown commercial buildings. This proposed change in use would be in keeping with the intent of the code and appropriate for a Main Street building.

A change in use triggers review of parking requirements. Apartments require: “two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms” (Sec. 26-220 (b)(12)(ii)). A building with two, two bedroom apartments requires four parking spaces. The building currently has four parking spaces off the alley along the back of the property (two stacked spaces). These four spaces will remain. **Criterion is met.**



TECHNICAL COMMENTS

Staff has no technical comments.

STAFF RECOMMENDATION

The Planning & Zoning Commission and Community Development Department recommend approval of the submitted proposal to redevelop the façade of 203/205 Main Street and convert what was the rehearsal space and museum for the CF Municipal Band into two, two bedroom residential apartments.

PLANNING & ZONING COMMISSION

Discussion/Vote 9/25/2019 Planner Lehmann presented the request to the Planning and Zoning Commission. Mr. Wingert stated that he feels the proposal is a great improvement to the property. Chair Holst agreed. The proposal was unanimously approved by the Commission.

## CENTRAL BUSINESS DISTRICT DESIGN REVIEW APPLICATION

Project: 203/205 Main Street Facade Redevelopment.

Owner: Prestige WW

Contact information: 1304 Washington St. C.F. 319.239.5496

Applicant: Brad Leeper

### SUMMARY

1. Overview
  - A. The intent of the work is to redevelop the façade of the property to mend an important piece of Main Street. Work involves demolition of the original metal siding which has been completed. New work includes partial wall demolition, restoration of original openings, new trim and masonry veneer.
  - B. Future work includes redevelopment of the upper level for two apartments. The upper level has contained apartments and professional offices in the past, Its last use was rehearsal space and museum for the CF Municipal Band. Given the back and forth nature we don't consider this a fundamental change in use but have included plans for this if that is the interpretation.
    - i. Parking – It has been indicated that parking is required for the upper apartments. We do have 4 spaces in back if required. It is worth noting however that the recent changes for the College Hill Overlay district exempted parking requirements for rehabbed second floor residential spaces exactly like this. Section 26-181 states, "*Dwelling units within mixed-use buildings in the C-3 District: One parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.*" While this is the section for CHN it does specifically reference a C-3 District which this is. It is also worth noting that over the last 20 years there have been many residential units on the upper floor of Main Street Retail establishments. It is likely most of those happened without additional parking requirements.
  - C. See attached drawings.
  - D. Signage is unknown at this time since a retail tenant is not secured at this time.
2. Main Street Review
  - A. Main Street review occurred Friday 8/16. No changes were requested at that meeting and no formal comments have been received.
3. Processing fee in the amount of \$50. I will drop this off.
4. Overlay district requirements met
  - A. 70% of the storefront area between 2 and 10 feet is clear transparent glass.
  - B. Storefront windows begin 2' above the adjacent ground plane
  - C. Street facing façade is composed of more than 51% brick
  - D. Painted cement board and aluminum amounts to 30% of the façade.
5. Complete façade improvement grant program application and attach.
  - A. See attached form.
  - B. See attached cost estimate.



BLUE ROOM

203 MAIN

EXISTING CONDITION

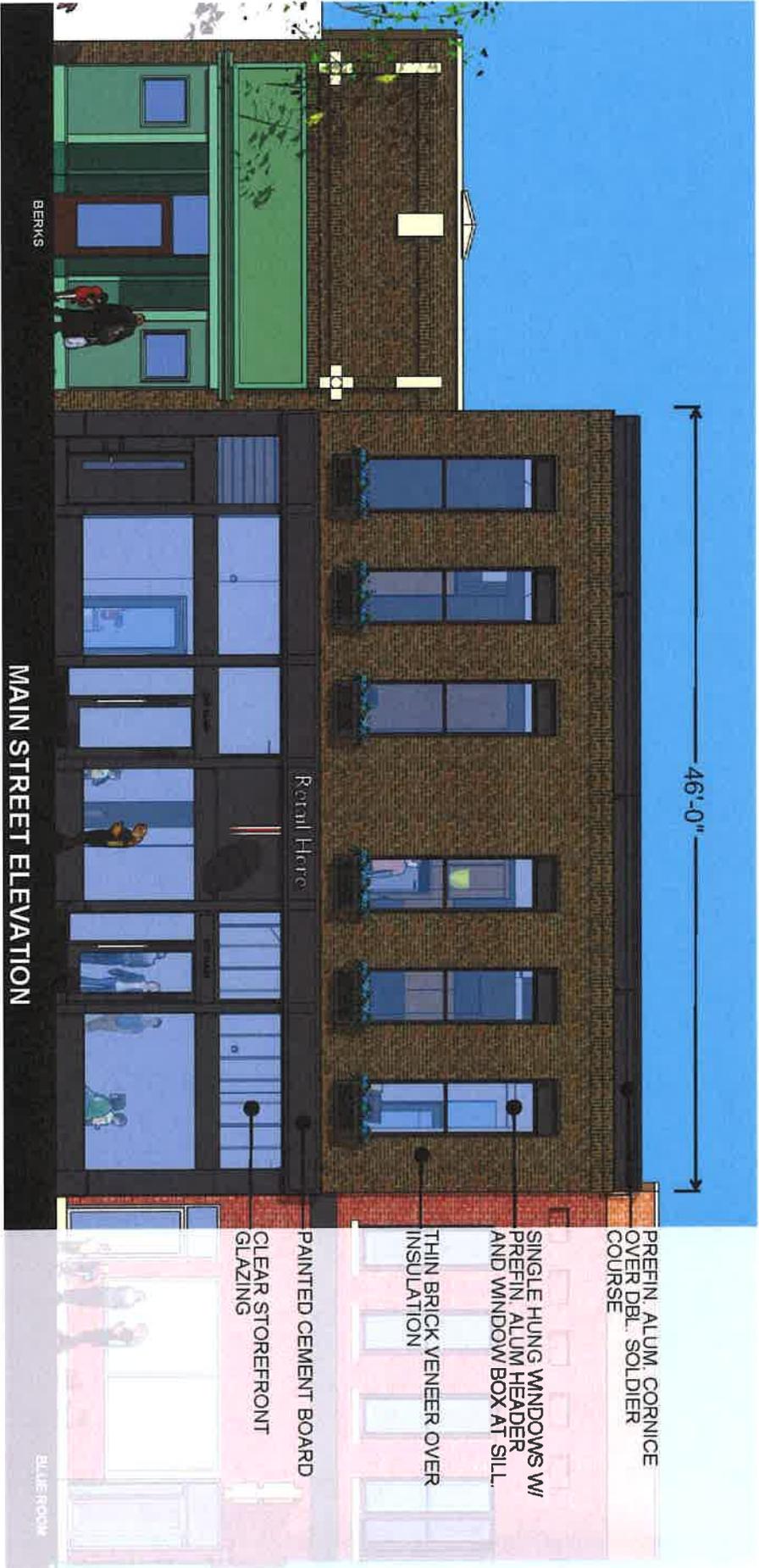
203 MAIN STREET



203 MAIN STREET



203 MAIN STREET



203 MAIN STREET

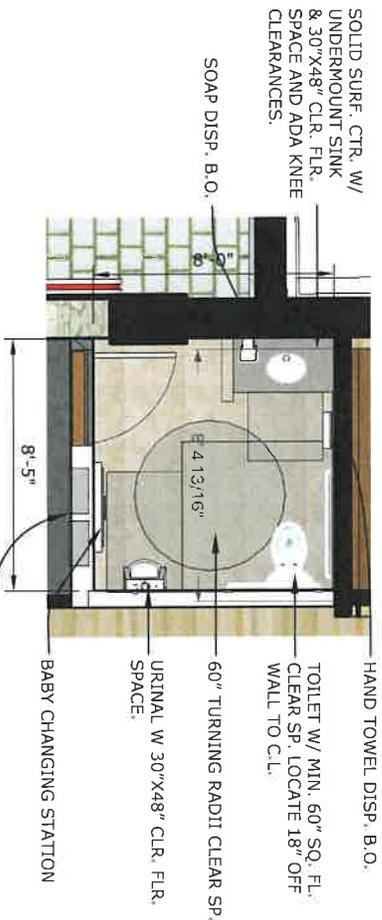
MAIN LVL. PLAN

SCALE: 1/8" = 1'-0"



TYP. TOILET PLAN

SCALE: 1/4" = 1'-0"



UPPER LVL. PLAN



SCALE: 1/8" = 1'-0"


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** October 2, 2019  
**SUBJECT:** Gateway Business Park, Holiday Inn – Final Occupancy Request

The Final Plat for Gateway Business Park (Atul Patel) was approved by City Council June 4, 2018. It included a contract for completion for the public improvements (including Cyber Lane, utilities, sidewalks & trails), performance bond and maintenance bond. This allowed the City to issue a building permit on the first project in the subdivision: Holiday Inn & Bien Venu Event Center. This is a typical approach in the City and is allowed by our Subdivision Code.

In late September the developer requested occupancy of the Holiday Inn & Bien Venu Event Center. All building code and site plan requirements were met, yet the challenges of fully constructing Cyber Lane have impacted the developer's ability to complete street drainage connections. In addition, the Hudson Road trail connection from the north edge of the Holiday Inn site north to Technology Drive needs to be completed. Due to the unique circumstances with this project, staff felt it reasonable to issue occupancy permits.

At this time, Council approval for occupancy of the Holiday Inn & Bien Venu Event Center (7400 Hudson Road) is requested. This is permitted by the Subdivision Code, Section 24-54(e).

**CC:** David Wicke, City Engineer  
 Jamie Castle, Building Official  
 Karen Howard, Planning & Community Services Manager

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

**MEMORANDUM*****Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, AICP Planner II  
**DATE:** October 2, 2019  
**SUBJECT:** FY18-19 Community Development Block Grant and HOME Programs Consolidated Annual Performance and Evaluation Report (CAPER)

The Community Development Department would like to request that a public hearing be held on Monday, November 4, 2019 regarding the above referenced project. The report contains the progress made on Community Development Block Grant funded activities from July 1, 2018 through June 30, 2019.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION SETTING DATE OF PUBLIC HEARING FOR CITIZEN  
COMMENT ON THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDS BY THE CITY OF CEDAR FALLS, IOWA, FOR THE FISCAL YEAR  
ENDING JUNE 30, 2019**

**WHEREAS**, City staff has prepared and will be submitting to the U.S. Department of Housing and Urban Development the 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER) for the City's Community Development Block Grant Program; and

**WHEREAS**, City staff has recommended to the City Council of the City of Cedar Falls, Iowa that said Council set a date of public hearing for citizens' comments on the use of Community Development Block Grant funds for the year ending June 30, 2019; and

**WHEREAS**, the City Council of the City of Cedar Falls has determined that said public hearing to consider said report be approved as provided by law.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa that the date of public hearing for the 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) is hereby scheduled to be held on the 4<sup>th</sup> day of November, 2019, at 7:00 P.M. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, and that the City Clerk is hereby authorized and directed to publish notice of said public hearing in the "Waterloo-Cedar Falls Courier" once, not less than fifteen (15) days nor more than twenty (20) days before the date of hearing.

**INTRODUCED AND ADOPTED** this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**PUBLIC NOTICE****NOTICE OF PUBLIC HEARING FOR CITIZEN COMMENT ON THE USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS BY THE CITY OF  
CEDAR FALLS, IOWA FOR THE FISCAL YEAR ENDING JUNE 30, 2019**

TO WHOM IT MAY CONCERN:

The City of Cedar Falls has prepared and will be submitting to the U.S. Department of Housing and Urban Development the 2018-19 Consolidated Annual Performance and Evaluation Report for the City's Community Development Block Grant Program. The report contains the progress made on Community Development Block Grant funded activities from July 1, 2018 through June 30, 2019.

The City of Cedar Falls will hold a public hearing for citizens' comments on the use of Community Development Block Grant funds for the year ending June 30, 2019. People wishing to comment on the report may attend the City Council meeting November 4, 2019, at 7:00 p.m. at the City Hall, 220 Clay Street, or submit comments in writing prior to said meeting to the Cedar Falls City Clerk, address noted above. Any person with a disability requiring special accommodations to attend the public hearing should notify Karen Howard at (319) 273-8600. Every effort will be made to provide reasonable accommodation to those persons requesting it. This notice is also being published in Spanish for Persons with Limited English Proficiency.

This report may be examined or copied at the City Clerk's Office or the Community Development Office, 220 Clay Street, Cedar Falls, IA, 50613 during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, from the date of publication through the public hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls, Iowa

**NOTIFICACIÓN DE AUDIENCIA PÚBLICA****NOTIFICACIÓN DE AUDIENCIA PÚBLICA PARA RECIBIR COMENTARIOS DE CIUDADANOS ACERCA DEL USO DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO REALIZADO POR LA CIUDAD DE CEDAR FALLS, IOWA DURANTE EL AÑO FISCAL FINALIZADO EL 30 DE JUNIO DE 2019**

A QUIEN CORRESPONDA:

La ciudad de Cedar Falls ha preparado el informe anual consolidado de desempeño y evaluación del año 2018-19 sobre el programa de subvenciones en bloque para el desarrollo comunitario de la ciudad y lo presentará al Departamento de Vivienda y Desarrollo Urbano de EE.UU. El informe identifica el progreso en actividades financiadas por el programa de subvenciones en bloque para el desarrollo comunitario desde el 1 de julio de 2018 hasta el 30 de junio de 2019.

La ciudad de Cedar Falls llevará a cabo una audiencia pública para recibir comentarios del público acerca del uso de subvenciones en bloque para el desarrollo comunitario durante el año finalizado el 30 de junio de 2019. Aquellas personas interesadas en presentar comentarios acerca del informe podrán presenciar la reunión del ayuntamiento el 4 de noviembre de 2019 a las 7:00 pm en City Hall, ubicado en 220 Clay Street, o enviar comentarios por escrito antes de dicha fecha dirigidos a la secretaria municipal de Cedar Falls, al domicilio ya mencionado. Si por motivos de discapacidad se necesita asistencia especial para presenciar la audiencia pública, se deberá notificar a Karen Howard llamando al (319) 273-8600. Se realizará el mayor esfuerzo a fin de proporcionar acomodaciones razonables a aquellas personas que lo soliciten. Esta notificación también se publicará en español para aquellas personas con dominio limitado del inglés.

Este informe estará disponible para su revisión o copia en la oficina de la secretaria municipal o en la oficina de desarrollo comunitario, ubicadas en 220 Clay Street, Cedar Falls, IA, 50613, durante horas hábiles habituales, entre las 8:00 a.m. hasta las 5:00 p.m. de lunes a viernes, desde la fecha de publicación hasta la fecha de la audiencia pública.

Esta notificación se otorga por orden del ayuntamiento de la ciudad de Cedar Falls, Iowa.

Jacqueline Danielsen, MMC, Secretaria Municipal  
Ciudad de Cedar Falls, Iowa

**ADMINISTRATION**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

**MEMORANDUM**

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** September 20, 2019  
**SUBJECT:** Partial Property Tax Exemption for Broadstone BCI Iowa, L.L.C.  
2900 Capital Way in the Cedar Falls Industrial Park

I would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in August 2017. The requested date of public hearing will be October 21, 2019. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF  
NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A  
PARTIAL PROPERTY TAX EXEMPTION TO BROADSTONE BCI IOWA, L.L.C., FOR  
A NEW INDUSTRIAL USE WAREHOUSE AND PRODUCTION FACILITY  
CONSTRUCTED AT 2900 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Broadstone BCI Iowa, L.L.C., to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C., in connection with an industrial use warehouse and production facility constructed at 2900 Capital Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

1. That the request of Broadstone BCI Iowa, L.L.C., to pass an Ordinance granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C., in connection with an approximate 175,850 square foot industrial use warehouse and production facility constructed on property located at 2900 Capital Way, Cedar Falls, Iowa, legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less,

is hereby scheduled for public hearing to be held on the 21<sup>st</sup> day of October 2019, at 7:00 p.m., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa; and

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 7<sup>th</sup> day of October 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on the 7<sup>th</sup> day of October, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** October 2, 2019

**SUBJECT:** Updates to City Code Section 23-300 - Lawful Speed Limits Established

The intended posted speed of the newly designed and constructed portion of Ridgeway Avenue from Iowa Highway 58 to Chancellor Drive is 35 mph to match the priorities and design for the Ridgeway Avenue Reconstruction Project.

The Engineering Division is proposing changes to City Code Section 23-300 – Lawful Speed Limits Established so the code matches what has been designed and constructed. Please see the attached changes for City Code Section 23-300 – Lawful Speed Limits Established.

The Engineering Division recommends approval of setting the speed limit to 35 mph on Ridgeway Avenue from Iowa Highway 58 to Hudson Road.

If you have any questions or concerns, please feel free to ask.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5161

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON RIDGEWAY AVENUE FROM HUDSON ROAD EAST TO IOWA HIGHWAY 58 IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY (1) STRIKING SUBSECTION 12(S) THEREOF, AND ENACTING A NEW SUBSECTION 12(S) IN LIEU THEREOF; AND (2) ENACTING A NEW SUBSECTION (10)(W) THEREOF; AND (3) ENACTING A NEW SUBSECTION (12)(V) THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Subsection 12(s) , of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by repealing said Subsection in its entirety and enacting in lieu thereof a new Subsection 12(s), as follows:

**Sec. 23-300. - Lawful speed limits established.**

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(12) *45 miles per hour.* 45 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

s. Ridgeway Avenue, from Hudson Road west to the western city limits..

[unchanged provisions omitted]

Section 2. Subsection 10, 35 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (w):

w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.

Section 3. Subsection 12, 45 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (v):

v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk